

SECTION 1: MULTI-VISIT PASS TERMS AND CONDITIONS

1. YOUR MULTI-VISIT PASS AGREEMENT

Your Active Monash Multi-Visit Pass agreement is made up of these Active Monash General Terms and Conditions, Centre Conditions to Entry, Customer Code of Conduct.

In these terms and conditions, “we”, “us” and “our” are references to Monash City Council. “You” and “your” are references to you as the Multi-Visit Pass Holder. Terms that are defined in one clause of this document, have a corresponding meaning in all other clauses of this document.

- A Multi-Visit pass gives you (the named pass holder) access to the centre(s) (MARC/ORC/CAHC) (**Centre**) covered by your Multi-Visit Pass type on the condition that you comply with the Centre Conditions to Entry and Customer Code of Conduct.
- Your Multi-Visit pass is not able to be used or shared with another person.
- Multi-Visit Passes must be paid in full at the time of purchase. All Multi-Visit Pass fees quoted are GST inclusive.
- All prepaid Multi-Visit passes must be used within **six (6) months** from the date of purchase.
- Multi-Visit Passes cannot be suspended or extended. Consideration will be given to requests to extend passes involving exceptional medical circumstances, whereby a medical certificate must be supplied.
- Unused visits at time of expiry will be forfeited.
- Multi-Visit Passes are non-refundable.
- Multi-Visit Pass holders are required to scan their access card, or device, on each visit to a Centre, and at any other time if requested by Centre staff.
- Multi-Visit Pass holders are required to immediately notify Centre staff of lost or stolen access device. A \$5.00 fee will apply for the issue of a replacement card.
- Age restrictions apply to some services. Where an individual has casual access to a service based on age, they are eligible to purchase the applicable Multi-Visit pass for that service.
- Smoking and the consumption of alcohol is prohibited in all internal and external areas of the Centre.
- Monash City Council reserves the right to suspend, expel or terminate the Multi-Visit Pass of any customer who fails to comply with the Centre Rules, Customer Code of Conduct, or who otherwise behaves improperly or inappropriately.

2. MULTI-VISIT PASS ACCESS

Multi-Visit Passes are centre specific, except Personal Training. A Multi-Visit Pass may be purchased for services at one of the following locations:

- Monash Aquatic & Recreation Centre (MARC)
- Oakleigh Recreation Centre (ORC)
- Clayton Aquatics & Health Club (CAHC)

3. MULTI-VISIT PASS TYPE

GROUP FITNESS

- Authorise the holder to attend **ten (10) group fitness classes** offered at the Nominated Centre until the expiry of the pass. Pass valid for **six (6) months** from the date of purchase.
- Age restrictions apply to participation in some classes.

AQUATICS - SWIM

- Authorise the holder to **ten (10) visits** to the pool facilities at the Nominated Centre until the expiry date of the pass. Pass valid for **six (6) months** from the date of purchase.
- Access for swimming pools only. No access to spa, sauna, or steam room facilities where these facilities are available.
- Access to pool may vary due to seasonal opening times/dates. This should be considered at time of purchase.
- Children under 10 must be supervised by a parent/guardian over the age of 16.

AQUATICS - SWIM/SPA/SAUNA/STEAM (MARC ONLY)

- Authorise the holder to **ten (10) visits** the aquatic facilities at the Nominated Centre until the expiry date of the pass including Swimming pools/Spa/Sauna/Steam Room. Pass valid for **six (6) months** from the date of purchase.
- The holder must obtain a wrist band from reception prior to accessing the Sauna, Steam, Spa facilities.
- Participants must be 16 years of age to use the Spa, Sauna, Steam facilities.

AQUATICS - SWIM/SPA (CAHC ONLY)

- Authorise the holder to **ten (10) visits** the aquatic facilities at the Nominated Centre until the expiry date of the pass. Pass valid for **six (6) months** from the date of purchase.
- The holder must obtain a wrist band from reception prior to accessing the Spa facilities
- Participants must be 16 years of age to use the Spa.

PERSONAL TRAINING

- Authorise the holder to schedule and attend **ten (10) sessions** with a personal trainer until the expiry date of the Pass. Pass valid for **six (6) months** from the date of purchase
- Personal Training Pass Holders must give personal trainers 24 hours' notice for cancellations, or the Personal Training Multi-Visit Pass Holder will forfeit that prepaid session.
- Personal training sessions will start at scheduled times. Sessions will not run over time for late starts.

INTRODUCTION TO PERSONAL TRAINING

- Authorise the holder to schedule and attend **three (3) sessions** with a personal trainer until the expiry date of the Pass. Pass valid for **six (6) months** from the date of purchase
- Personal Training Pass Holders must give personal trainers 24 hours' notice for cancellations, or the Personal Training Multi-Visit Pass Holder will forfeit that prepaid session.
- Personal training sessions will start at scheduled times. Sessions will not run over time for late starts.

PROMOTIONAL PASSES

- May be offered as an introduction to specific services. These passes are offered at a greater discount compared to the standard discount applied to general Multi-Visit Passes
- Purchase of these passes is limited to one per person unless otherwise stated.
- Pass valid for **six (6) months** from the date of purchase.

4. CONCESSION ELIGIBILITY

Evidence of valid concession must be sighted at the time of purchase to be eligible for a concession discount. Concession discounts are not available for Personal Training services.

The following concessions are eligible to receive 10% discount:

- Student Card
- Seniors Card

The following concession cards are eligible to receive 40% discount:

- Centrelink Health Care Card
- Pension Card
- Veteran Affairs Card

5. PRIVACY

Your personal information is being collected by us for the purpose of your Active Monash Multi-Visit Pass. Your personal information will be stored by us and used to identify you when using your Multi-Visit Pass or communicating with us about your Active Monash Multi-Visit Pass. You may access your information by contacting our Privacy Officer. For more further information on how your personal information is handled see our privacy policy for:

<https://www.monash.vic.gov.au/Privacy>

6. EXCLUSION OF LIABILITY

- 1) To the maximum extent permitted by law, Monash City Council excludes liability for any death or personal injury for a breach of a condition implied by section 60 or section 61 of the Australian Consumer Law (Victoria) in relation to the supply of the recreational services at the Nominated Centre, which includes where the services are not supplied with the due care and skill or are not reasonably fit for their purpose.
- 2) Warning under the Australian Consumer Law and Fair Trading Act 2012: Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you –
 - are rendered with due care and skill; and
 - are reasonably fit for any purposes which you, either expressly or by implication, make known to the supplier; and
 - might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

7. INTERPRETATION

Unless expressed or implied to the contrary in Multi-Visit Pass Agreement:

- a) this Multi-Visit Pass Agreement is governed by and is to be construed in accordance with the laws of Victoria;
- b) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Multi-Visit Pass Agreement;
- c) any provision in this Multi-Visit Pass Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable and if it is not possible to read down the provision, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Multi-Visit Pass Agreement;
- d) this Multi-Visit Pass Agreement contains the entire understanding between the parties as to the subject matter contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Multi-Visit Pass Agreement and have no effect;
- e) if a payment or other act is required to be made or done on a day which is not a business day, the payment or act must be made or done on the next following business day;
- f) a reference in this Multi-Visit Pass Agreement to:
 - I. a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - II. a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - III. a person includes the legal personal representatives, successors and assigns of that person;
 - IV. anybody which no longer exists or has been reconstituted, renamed, replaced
 - V. or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
 - VI. a clause, schedule or appendix is a reference to a clause, schedule or appendix or to this Multi-Visit Pass Agreement;
 - VII. this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - VIII. writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - IX. '\$' or 'dollars' is a reference to Australian dollars;
 - X. the singular includes the plural and vice versa; and
 - XI. a gender includes the other genders.