

## GENERAL TERMS & CONDITIONS

1. Multi-Visit Pass entitles the holder to access into their nominated Centre for the nominated membership period for the activities authorised by the holder's Pass type.

2. Multi-Visit Pass holders are required to scan their membership card on each visit to the Nominated Centre, and at any other time if requested by staff.

3a. Multi-Visit Pass holders are required to ensure their membership is kept current.

3b. Multi visit pass holders are required to complete a Multi-Visit Pass Application form when purchasing their first multi visit pass of a particular type (see points 12-19). All subsequent Multi-Visit passes will require a signature on the receipt printed when registering the Multi-Visit Pass with a staff member. A copy of this receipt will be supplied to the Multi-Visit Pass holder as proof of purchase and expiry date of the subsequent pass. Multi visit pass holders may be asked to complete a new Multi-Visit Pass Application form for subsequent passes when deemed necessary by management.

4. Multi-Visit Pass holders are required to immediately notify staff at the Nominated Centre of lost or stolen membership cards. A \$5.00 fee will apply for the issue of a replacement card.

5. Applicants under 18 years of age must have the endorsement of a parent or legal guardian.

6. Monash City Council reserves the right to suspend or expel any member who fails to comply with the Nominated Centre rules or who behaves in an improper or inappropriate manner.

7a. 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.

7b. 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.

8. Smoking and alcohol is prohibited in all internal and external areas of the Centre.

9. Multi-Visit Passes must be paid in full at the time of purchase. All Multi-Visit Pass fees quoted are GST inclusive.

10a. 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.

10b. Multi-Visit Passes are non-refundable.

10c. Where the Nominated Centre is permanently closed, Council may, in its sole discretion, transfer the Multi-Visit Pass to another centre operated by Council until the expiry date of the pass.

11. Valid concession cards must be sighted at the time of purchase to be eligible for a concession discount.

### PASS TYPES

#### AQUATICS MULTI-VISIT PASSES

12a. Aquatics Multi-Visit Passes authorise the holder to use the aquatic facilities at the Nominated Centre until the expiry date of the pass.

12b. 25 visit passes are available for purchase and are valid for twelve (12) months from the start date of the pass.

12c. 50 visit passes are available for purchase and are valid for eighteen (18) months from the start date of the pass.

12d. Access for swimming pools only. No access to spa, sauna, or steam room facilities.

#### SWIM/SPA/SAUNA/STEAM ROOM MULTI-VISIT PASSES (MARC ONLY)

13a. Swim/Spa/Sauna/Steam Room Multi-Visit Passes authorise the holder to use the aquatic facilities at the Nominated Centre until the expiry date of the pass.

13b. 25 visit passes are available for purchase and are valid for twelve (12) months from the start date of the pass.

13c. The holder must obtain a wrist band from reception prior to accessing the facilities.

#### SWIM/SPA MULTI-VISIT PASSES (CAHC ONLY)

14a. Swim/Spa Multi-Visit Passes authorise the holder to use the aquatic facilities at the Nominated Centre until the expiry date of the pass.

14b. 25 visit passes are available for purchase and are valid for twelve (12) months from the start date of the pass.

14c. The holder must obtain a wrist band from reception prior to accessing the facilities.

#### TEEN FITNESS MULTI-VISIT PASSES

15a. Teen Fitness Multi-Visit Passes authorise the holder to use either group exercise classes or gymnasium at the Nominated Centre until the expiry date of the pass.

15b. Refer to current Teen Fitness brochure for nominated group exercise classes and available gymnasium session times.

15c. 10 visit passes are available for purchase and are valid for six (6) months from the start date of the pass.

15d. A person must be between the ages of 13 and 18 to purchase a Teen Fitness Multi-Pass.

#### ACTIVELINK MULTI-VISIT PASSES

16a. Activelink Multi-Visit Passes authorise the holder to use strength training classes at the Nominated Centre until the expiry date of the pass.

16b. Refer to current Positive Ageing brochure for nominated group exercise classes and available gymnasium session times.

16c. 10 visit passes are available for purchase and are valid for six (6) months from the start date of the pass.

16d. A person must be 55 years of age or older to purchase a ActiveLink Multi-Visit Pass.

#### GROUP EXERCISE MULTI-VISIT PASSES

17a. Group Exercise Multi-Visit Passes authorise the holder to attend group exercise classes offered at the Nominated Centre until the expiry of the pass.

17b. 10 visit passes are available for purchase must be used within six (6) months from the start date of the pass.

#### PERSONAL TRAINING MULTI-VISIT PASSES

18a. Personal Training Multi-Visit Passes authorise the holder to schedule and attend sessions with a personal trainer until the expiry date of the Pass.

18b. All prepaid personal training sessions included in the Personal Training Multi-Visit Pass must be used within six (6) months from the start date of the pass.

18c. 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.

18d. Personal training sessions will start at scheduled times. Sessions will not run over time for late starts.

19. Unless expressed or implied to the contrary in these Terms and Conditions:

- a) these Terms and Conditions are governed by and are 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 these Terms and Conditions;
- c) any provision in these Terms and Conditions 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 these Terms and Conditions;
- d) these Terms and Conditions contain 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 these Terms and Conditions 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 these Terms and Conditions 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) any body which no longer exists or has been reconstituted, renamed, replaced 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;
  - v) a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Agreement;
  - vi) this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
  - vii) writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
  - viii) '\$' or 'dollars' is a reference to Australian dollars;
  - ix) the singular includes the plural and vice versa; and
  - x) a gender includes the other genders.