

MEMBERSHIP TERMS AND CONDITIONS

Fitness members are encouraged to familiarise themselves with their rights under the [Fair Trading \(Fitness Industry Code of Practice\) Regulations 2020 \(WA\)](#). Any ambiguity in the above terms and conditions is superseded by this code.

GENERAL

1. The supplier of fitness services under this membership agreement is the City of Armadale of 7 Orchard Avenue, Armadale, WA 6112 (the 'City').
2. In this agreement, the 'Centre' means the Armadale Fitness & Aquatic Centre.
3. A member agrees to show/scan their membership band/fob each time they enter the Centre or on request by a Centre staff member. Membership band/fobs are only to be used by the member personally and must not be used by any other person. Members who are found to be sharing their membership with another person may have their membership suspended, or cancelled, at the discretion of the Recreation Centres Coordinator.
4. Where a member loses their band/fob, it is their responsibility to advise the Centre immediately. Where a member loses their band/fob, they will be charged a replacement fee in accordance with the City's Schedule of Fees and Charges).
5. All Members agree to have their photo taken for Membership security purposes.
6. If the applicant is under the age of 18 years, a parent or guardian is required to sign an under-age declaration. Children between 12 and 15 must be directly supervised by an adult at all times when in the Health Club or Group Fitness Classes (with the exception of supervised sessions).
7. Members agree to adhere to all Centre Conditions of Entry. Members are required to follow all reasonable directions given by Centre staff. Conditions of Entry are subject to change without notice. A copy of Centre Conditions of Entry can be found on signage in Centre, and on the Active Armadale website.
8. Members acknowledge and agree, on each occasion that they use the Centre's facilities, that they are medically sound to undertake a normal course of exercise and to use all facilities at the Centre that the member chooses to use. Accordingly, each member acknowledges and agrees that they enter and use the Centre's facilities (whether supervised or not supervised by the Centre's staff) at their sole risk and responsibility. Members who attend the Health Club or Group Fitness Classes agree to complete an APSS (Adult Pre-Exercise Screening System). If there is any section of the APSS that requires medical clearance, the member agrees to provide medical clearance prior to attending the Health Club or Group Fitness Classes.
9. A member is required to notify the Centre in writing of any changes to their personal details and each member acknowledges and accept that they may be asked to complete a change of details form.
10. Members must wear suitable clothing and be clean and tidy with no offensive prints or logos.
11. Members acknowledge that membership prices will increase yearly, as per the City's Schedule of Fees and Charges.
12. By signing this membership you agree to your data being used as statistical information to improve programming and offerings to assist in informing decisions, policies and services. AFAC is committed to upholding the privacy, confidentiality and security of the personal information it collects. The personal information you provide as a result of your membership will remain strictly confidential to the City of Armadale and Personally Identifiable Information (PII) is obfuscated in any data analysis.
13. The City of Armadale in its sole discretion reserve the right to change or amend these terms and conditions at any time without prior notice. In the event that any changes are made, members will be notified of the change by email including a copy of the revised terms and conditions

USE OF HEALTH CLUB/GROUP FITNESS/AQUATIC FACILITIES

14. Members agree to adhere to all Conditions of Entry relating to the Health Club, Group Fitness and Aquatics Area.

SWIM SCHOOL MEMBERSHIP

15. Children under the age of eleven (11) years entering the Aquatic facility must be supervised by a parent or person over the age of seventeen (17) at all times, including while attending Swim School.
16. When planned Swim School breaks occur, Swim School Membership direct debit payments will continue, unless a suspension form is received in writing to the Centre. Swim School Members will be provided advance notice of any planned breaks in Swim School lessons.
17. Swim School lessons that fall on a public holiday will be cancelled. Members will be credited for one (1) lesson

SUSPENSION BY MEMBER

18. Fitness Memberships - Full Access/Fitness Only/Aquatic Only;
 - a. All suspension requests must be made in writing to the Centre a minimum of seven (7) days before the suspension is due to commence.
 - b. Members are entitled to a maximum of eight weeks (56 days) suspension each membership year.
 - c. A suspension period must be a minimum of seven (7) consecutive days.
19. Swim School Memberships;
 - a. All suspension requests must be made in writing to the Centre a minimum of seven (7) days before the suspension is due to commence
 - b. Members are entitled to a maximum of four weeks (28 days) suspension each membership year. A suspension period must be a minimum of one (1) lesson/seven (7) days.
 - c. While on suspension, a fee is payable for each lesson/week of suspension to hold the Member's spot in the class. Please see the current City of Armadale Fees and Charges for pricing
 - d. Members with an outstanding balance are required to settle the balance before suspension will be approved

SUSPENSION BY CITY OF ARMADALE

20. Centre Management on behalf of the City may in its absolute discretion suspend a membership a) when a State Government lockdown has been entered, due to COVID-19, and/or b) where the member is considered by management to be in breach of the conditions of entry to the Centre or in breach to these membership terms and conditions.
21. Memberships may be suspended from time to time for a chosen period by the City giving a member written notice of suspension for any of the following reasons:
 - a. the member has failed to pay the fortnightly membership payment, or part thereof, when due;
 - b. Centre Management decides, acting reasonably, that the member has behaved in a way which is offensive, puts the member or other users of the Centre at risk of harm or is detrimental to the safe enjoyment of the facility by others;
 - c. Centre Management considers that the member's use or access to the Centre poses a health risk to the member or to others and the member has not provided evidence, as requested by a member of Centre Management (such as a medical certificate) to the contrary;
 - d. The member has breached any term of this Membership Agreement and either;
 - i. The member has failed to remedy the breach within 10 Business Days of written notice of the breach from the City; or
 - ii. the breach is incapable of being remedied

TERMINATION BY MEMBER

22. A member may terminate this agreement by submitting a request in writing (either by email, or on a termination form within centre) to the City at least 28 days in advance of the nominated termination date. Upon submission of the termination request, the agreement will terminate on the latter of (a) the date that is 28 days after the date of submission of the form or (b) the date of termination nominated in the form (the '**Termination Date**').
23. Members acknowledge that they must continue to pay consecutive fortnightly payments until the Termination Date (the '**Termination Notice Period**').
24. Members acknowledge that their fortnightly payments shall continue as agreed regardless of the frequency of their attendance at the Centre before or during the Termination Notice Period.

TERMINATION BY CITY OF ARMADALE

25. Centre Management on behalf of the City may in its absolute discretion terminate a membership where the member is considered by management to be in breach of the conditions of entry to the Centre or in breach to these membership terms and conditions
26. Membership may be terminated by the City giving a member written notice of termination for any of the following reasons:
 - a. The member has failed to pay the fortnightly membership payment for 2 or more consecutive fortnights;
 - b. Centre Management, acting reasonably, decides that the member has behaved in a way which is offensive, puts the member or other users of the Centre at risk of harm, or is detrimental to the safe enjoyment of the facility by others;

- c. Centre Management considers that the member's use or access to the Centre poses a health risk to the member or to others and the member has not provided evidence, as requested by a member of Centre Management, (such as a medical certificate) to the contrary;
- d. the member has breached any term of this Membership Agreement, and either
 - i. the member has failed to remedy the breach within 10 Business Days of written notice of the breach from the City of Armadale; or
 - ii. the breach is incapable of being remedied.

REACTIVATION OF MEMBERSHIP

- 27. If a membership terminates under 21, 24 or 25 and the member wishes to re-join, then any outstanding money owed to the City in respect to the use of the Centre must be paid prior to any new membership being accepted.
- 28. All membership reactivations are treated as new memberships and subject to all associated terms and conditions including the joining fee.

DEBT RECOVERY

- 29. Members acknowledge that if their membership expires or is terminated and the member is in arrears on fortnightly membership payments, then the City may recover the debt using any lawful method available to the City including by engaging the services of a debt recovery service provider.

PERSONAL RESPONSIBILITY, LIMITATION OF LIABILITY AND RELEASE

- 30. Members acknowledge that any activities or exercises undertaken by them while within the Centre or its surrounds (including the use of any Centre recreation services, facilities or equipment) are at the member's own risk (as to death and personal injury or damage to property).
- 31. Every member agrees that they will not hold the City (or its officers, employees, agents, volunteers or representatives) liable for any personal injury or death and related losses, damages, costs, charges or expenses ('loss') sustained, suffered or incurred by me arising out of, as a consequence of or in connection with my membership, any exercise undertaken by me or the use by me of any City services, facilities or equipment or my presence on City premises or their surrounds, except to the extent that the loss is caused by the negligence of the City (or its officers, employees, agents, volunteers or representatives). Every member expressly releases and discharges the City (and its officers, employees, agents, volunteers and representatives) from any liability for such loss.

PRIVACY

- 32. Members acknowledge that the City will have access to a member's personal information such as name and address.

NOTICE

- 33. Notices from a member to the City under this agreement shall be given in writing by giving the notice at the reception desk of the Centre, unless another place and form of notice is stated in a provision of this agreement.
- 34. Notices from the City to a member under this agreement shall be given by sending the notice to any of the following provided by the member in the membership application (a) email to the member's email address, (b) text message to the member's mobile telephone number or (c) post to the member's postal address.
- 35. If a member's contact details change but the City has not received written notice from the member of the change, then any notice given by the City to the email address, phone number or the postal address held by the City for the member will constitute valid notice by the City under this Membership Agreement.