

# TERMS AND CONDITIONS



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# 1. Yarra Leisure's Organisational Goal

## **Yarra Leisure aims to:**

- continuously improve the range and quality of Yarra Leisure services, programs, systems and assets in a financially responsible manner;
- actively pursue opportunities to conduct outreach and in-house programs that are accessible to disengaged sections of the community.

## **Yarra Leisure will support its organisational goals through a commitment to:**

- continuous improvement;
- excellence in human resource management;
- consultation with customers;
- industry health and safety standards;
- creating and providing quality health, fitness, recreation and educational services to the community;
- innovation and creativity; and
- the delivery of customer service excellence.

# 2. Code of Conduct

## **2.1 YARRA LEISURE'S PLEDGE TO CUSTOMERS**

### **Yarra Leisure pledges to:**

- provide an environment where customers are called by their first name and greeted with a friendly, familiar smile on every visit;
- make our best effort to cater for customers with special needs such as children, people with disabilities, people from culturally diverse backgrounds and those from non-English speaking backgrounds;
- not participate in unethical behaviour; and
- be dressed appropriately and be identifiable to customers at all times.

## **2.2 YARRA LEISURE'S EXPECTATIONS FROM CUSTOMERS**

The following specific behaviours are deemed to be unacceptable by Yarra Leisure and will attract appropriate action.

### **Yarra Leisure will not tolerate:**

- verbal or physical abuse of a patron or staff members;
- slanderous and defamatory comments about staff and or the organisation;
- abuse or wilful damage of the facility or amenities;
- loud, abusive, offensive anti-social language;
- failure to take reasonable direction from an authorised staff member;
- access to the facilities whilst under the influence of alcohol or illicit drugs;
- smoking in or around any of the buildings and/or grounds;
- parents who leave children under 10 years of age in the facilities without supervision. Children under 10 years of age must always be accompanied by a responsible adult (over 16 years of age).

All members must abide by the Yarra Leisure 'Code of Conduct'. Yarra Leisure's goal is to manage and operate the venues that comprise of Burnley Golf Course, Collingwood Leisure Centre, Fitzroy Swimming Pool and Richmond Recreation Centre in accordance with professional industry standards and the intent of the Yarra City Council. Yarra City Council may cancel a membership at any time for serious misconduct or breach of these terms and conditions or for persistent or repeated breaches of the code of conduct and or terms and conditions of membership.

## 2.3 WATCH AROUND WATER

Yarra Leisure adopts the 'Watch around Water' Campaign. The 'Watch around Water' Campaign has been developed to ensure every child is adequately supervised whilst visiting public aquatic facilities. 'Watch around Water' was developed by Aquatics & Recreation Victoria, Life Saving Victoria and the 'Play it Safe by the Water' Campaign.

The Watch Around Water policy applies to all our pools.

### Children under 5

- Must be accompanied into the centre and the water by a responsible parent/guardian over the age of 16.
- Must stay within arm's reach at all times.
- Each parent/guardian must not supervise more than 2 children under 5.
- Unsupervised children will be removed from the water by staff.
- When children are under supervision of a teacher (e.g. swimming lessons), a parent/guardian may not be required to be in the water with the child. However they must observe the child for the duration of the lesson, ready to collect them at the conclusion of the structured learning.
- The child must wear a pink wristband to indicate age. The parent/guardian must also wear a wristband(s) to indicate the children they are supervising.

### Children under 10

- Must be accompanied into the centre by a responsible parent/guardian over the age of 16.
- Must be constantly and actively supervised.
- Parents/guardians must position themselves to have a clear view of the child with no physical or structural barriers between them and the child/children.
- Parents/guardians must not be distracted from actively supervising their children.
- Must stay within arm's reach when children are swimming in our main pools (water 1m or deeper).
- Unsupervised children will be removed from the water by staff.
- When children are under supervision of a teacher (e.g. swimming lessons), a parent/guardian may not be required to be in the water with the child. However they must observe the child for the duration of the lesson, ready to collect them at the conclusion of the structured learning.
- The child must wear a yellow wristband to indicate age. The parent/guardian must also wear a wristband(s) to indicate the children they are supervising.

### Children 10 and over

- Parents/guardians must use their knowledge of an individual child's swimming ability and general development to determine the level of accompaniment required.
- It is recommended that children 10 and over not be left at the pool unsupervised.
- If a Lifeguard is concerned for the child's safety, they will be removed from the water.

### Parents and guardians

- Parents/Guardians must not supervise a total of more than 4 children under the age of 10 and no more than 2 children under the age of 5.
- When 'within arm's reach' conditions exist, parents/guardians must enter the water with their child and be ready to rescue their own child should they come into difficulty.
- When 'constant and active supervision' conditions exist, parents/guardians must maintain the ability to provide immediate assistance should their child come into difficulty.

## **Supervision during structured learning and swimming lessons**

- For recreational swimming on either side of the lesson, the full Watch Around Water Policy applies. Parents/guardians must accompany children under 5 into the water if the child is swimming recreationally on either side of their lesson. Children under 10 must be actively supervised by the parent if swimming recreationally on either side of their lesson. Children under 10 can only swim in the main pool if accompanied by an adult within arm's reach. At no point will there be an exception or exclusion that applies to children swimming recreationally.
- When parents have multiple children participating in multiple lessons, it is recognised that it is not always practicable to supervise all of those children during the lesson time if their lessons are occurring in different pool spaces. Therefore, parents should aim to split their time between lessons ensuring regular check-in with Swim Instructors.
- Parents should refrain from distractions such as phones, other recreational activities and/or should not leave the centre. Should the child or Swim Instructors require the parents assistance, Swim Instructor staff should be able to locate parents and gain their attention.
- Parents will exchange a Watch Around Water information card with Swim Instructors at the commencement of the lesson and hand the card back at the conclusion of each lesson to indicate formal handover of responsibility for their child/children.

## **2.4 MEDICAL DISCLOSURE**

Yarra Leisure acknowledges the right of all individuals to choose to participate within a physical activity. However, Yarra Leisure strongly recommends that if you are pregnant, post-natal or living with a serious or chronic medical condition, that you consult an appropriate medical practitioner and follow the advice of that practitioner when choosing an exercise activity and whilst undertaking that activity.

An Advisory Physical Activity Readiness Questionnaire has been provided as part of your membership welcome package to assist you to consider the need for you to seek medical advice before undertaking an exercise activity.

Yarra Leisure reserves the right to ask for medical clearance at any time to ensure that patrons are safely able to exercise without endangering themselves and/or others. Yarra Leisure reserves the right to suspend the membership of anyone who is unable to provide this evidence if requested. Yarra Leisure reserves the right to suspend membership and the right to review membership privileges of anyone who may be putting themselves at health risk by training.

## **2.5 EXCLUSION POLICY**

We ask you not to attend or participate in any program/service or bring your child/children to swimming lessons if you/they present any of the following:

- Open wound/bleeding
- Rash
- Any contagious disease, e.g. Conjunctivitis
- Diarrhoea/vomiting (and for 72 hours after last symptoms)
- Head lice

Yarra Leisure reserves the right to ask any participant presenting with any of the above symptoms to leave the program / Centre on that occasion, and return only when symptoms have ceased or have been cleared by a medical practitioner.

## **2.6 MOBILE PHONES AND AUDIO VISUAL EQUIPMENT**

Audio visual equipment may only be used if prior authorisation is obtained from Reception. Please note that due to privacy reasons, the use of mobile phones in change rooms is strictly prohibited.

We may use video monitoring in our facilities for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around our facilities please contact us.

## 2.7 SUGGESTIONS AND COMMENTS

It is Yarra Leisure's objective to make members happy with the service and facilities within the Centres. Should a patron have any suggestions on how to further improve their enjoyment, please do not hesitate to complete a customer feedback form, which are available from Reception, or email us at [yarraleisure@yarracity.vic.gov.au](mailto:yarraleisure@yarracity.vic.gov.au).

Yarra Leisure is always grateful to those who take the time to give feedback on their experience at the venues. Whether it is critical, a compliment or a suggestion, your feedback will help us continually improve our services and programs.

## 3. Health and Fitness

### 3.1 HEALTH & FITNESS CONSULTATIONS

It is part of Yarra Leisure's service to monitor patron progress closely and ensure health and fitness goals are achieved. When commencing at Yarra Leisure, it is strongly recommended member's have an initial consultation (service provided free of charge to members) with a health and fitness instructor.

This is highly recommended before using the gym equipment or participating in any vigorous physical exercise whether in the gymnasium, pool or other program or class. The consultation screens members for potential medical problems, which may restrict an exercise program and also gives a baseline for future progress checks. Exercise programs are tailored according to current fitness level and personal preference.

### 3.2 GYM RULES AND ETIQUETTE

Yarra Leisure endeavours to keep the gyms at the facilities as safe and clean as possible. To ensure patron safety and comfort and as a courtesy to other patrons, please follow these guidelines:

- Discuss your health with a medical practitioner before exercising and if your health changes.
- Undertake a gym tutorial before using the gym for the first time.
- During hot weather, reduce exercise intensity and drink additional water.
- Ask a Gym Instructor if you are unsure how to use equipment.
- Children under 16 years of age are not permitted to use weights.
- Wear clean and undamaged sports attire at all times including footwear.
- A sweat towel must be used at all times.
- Cover open wounds, cuts or rashes while using the gym.
- When using weights, place your towel over the bench or seat.
- Use the sanitised wipes provided to wipe all equipment after use.
- Share equipment between sets where possible.
- Replace weights after use.
- Use safety collars.
- Do not drop weights.
- Use one exercise station at a time.
- Use lockers for personal items, not the gym floor.

Management reserves the right to refuse entry if you do not follow these guidelines.

### 3.3 GROUP FITNESS CLASSES

Yarra Leisure programs have been specifically designed so that people of all levels and fitness can attend, have fun and get fit. A “first come, first served” policy applies to all group fitness classes. Patrons are eligible to obtain strictly one ticket per person. This will enable us to ensure that all participants are present for the class, and are present at the beginning of the class for the all important warm-up.

It is recommended that patrons arrive at least 10 minutes before the scheduled class time to ensure attendance. However, tickets can be obtained up to 2 hours prior to the commencement of the class starting. For safety reasons, patrons may not join in a class once the warm up is completed, which is five minutes into the class.

### 3.4 AGE RESTRICTIONS

The minimum age requirement for individuals to sign their own membership contract is 16 years. Where a person is a minor (under 16 years of age), the agreement must be signed by the minor’s parent or guardian, who warrants and agrees by signing that he or she is authorised to enter into agreement on behalf of the minor and remains responsible for its due performance by the minor.

#### Gym:

No casual entry is permitted to individuals under 16 years of age. Individuals between 14 and 16 years of age that wish to use the gym, can sign up for a Yarra Youth or Family Membership. There are no time restrictions on these membership types. All individuals under 16 years of age must complete an initial consultation with a Gym Instructor before using the facilities.

#### Group fitness:

No casual entries are permitted for individuals under 14 years of age. Yarra Youth and Family membership holders, and casual entries must be 14 years of age and over to attend a cardio-based group fitness class and 16 years of age and over to attend weight training based, i.e. Body Pump, New Body and Circuit classes.

## 4. Aquatic Programs

### 4.1 LEVEL PROGRESSION INFORMATION

- Students are continually assessed during the term a member of the Aquatic Programs team.
- A Progress Report will be awarded on the second last week of each term. This indicates the skills mastered by the student in the level based on the assessments made during the term.
- ‘Level Progressions’ occur once a student has mastered all skills as ‘Applying’ within a level, the responsible person will need to complete a level progression form in order to be moved into the next level.
- ‘Level Progressions’ are processed before the Moves and Changes period reopening in week 10 (or week 9 in a 9 week term), ‘Level Progression’ changes are subject to availability.

### 4.2 CLASS RATIOS

Yarra Leisure is committed to providing classes with fewer participants than the industry standard, in order to maximise participation and meet individual needs. We agree to the following maximum class ratios:

LEVEL	RATIO
Level 1	1 teacher: 4 students
Level 2 & 3	1 teacher: 5 students
Level 4	1 teacher: 6 students
Level 5	1 teacher: 7 students
Level 6	1 teacher: 8 students

Classes that fail to meet minimum occupancy levels are subject to change from term to term.

### 4.3 INSTRUCTORS

- All Yarra Leisure swimming instructors are industry qualified, including the AUSTSWIM Teacher of Swimming and Water Safety qualification.
- Every effort is made to ensure consistency; however, swimming instructors are subject to change throughout the term and from term to term.
- We reserve the right to cancel or change classes and instructors. Refunds will not be issued for instructor changes.
- We will endeavour to give as much notice as possible for any significant program changes that will affect your enrolment.

### 4.4 CLOTHING AND ATTIRE

Swimmers are expected to wear attire appropriate to the activity taking place. Fitted swimwear and goggles are encouraged to enhance the learning process. Infants that are not toilet trained are required to wear a waterproof nappy. Items such as underwear, jeans and shoes are not permitted.

### 4.5 REQUESTS FOR LESSON CHANGES

- You may request a change of time or day for lessons during 'Moves and Changes' periods.
- 'Moves and Changes' periods include all holiday periods, Week 1-4 of term and reopen in week 10 of each term or week 9 in a 9 week term.
- No 'Moves or Changes' can be made during weeks 4 – 9 (or weeks 4 – 8 during a nine week term).

### 4.6 SCHOOL HOLIDAY SWIMMING PROGRAM

Cancellations from the School Holiday Swimming Program will only be possible with a medical certificate or other reason acceptable to Yarra Leisure. Credit to the value of the missed lessons will be processed onto your family swim school account. No cancellations for change of mind or change of lifestyle will be accepted.

### 4.7 WEATHER POLICY

Your class may be cancelled for the following reasons:

- If the temperature reaches 40 °C or above at any Centre
- If there is an electrical storm at Fitzroy Swimming Pool
- If the water temperature falls below an acceptable level for the activity taking place
- Due to an emergency situation where an evacuation is required
- If the lesson or booking can be successfully relocated to another area of the pool or alternate location then this will occur in lieu of a cancellation.
- If Yarra Leisure is required to cancel the program/class for any of the above reasons, the cost of the cancelled lesson will be credited to your family swim school account.

### 4.8 MISSED LESSON POLICY

Where a lesson is missed, you are encouraged to use your membership to practise aquatic skills in your own time at the centre. If a student has been ill during the term, a maximum credit for the cost of two lessons per student, per term, will be applied to your family swim school account upon presentation of a medical certificate covering the period of illness. Medical certificates must be received during the relevant term to be eligible for credit. For medical conditions preventing attendance, which exceed four weeks, please discuss a medical cancellation with Swim School staff. No credits can be applied retrospectively after the term has concluded.



#### 4.9 FLEXI SOLO AND PAIRED LESSONS OR COACHING

- Solo and Paired Flexi lessons and coaching are upfront bookings only.
- There is no concession rate applicable to these offerings.
- Payment must be made upfront before the lesson takes place.
- For every five flexi bookings made for the same student within a 6 month period the fifth flexi booking will be discounted by 50%.
- Where a lesson is missed for non-medical reasons and written notification is not received within 48 hours prior to the booking then no make-up or refund will be applicable for bookings not attended.
- Payment for the missed booking must be paid in full upon the next visit.
- Make-up or booking changes are subject to lane and instructor availability.

#### 4.10 TERM BASED SOLO AND PAIRED LESSONS

- Solo and Paired Term Based lessons and coaching are upfront enrolments only.
- There is no concession rate applicable to these offerings.
- Payment must be made upfront before the first lesson takes place.
- Term based Learn to Swim bookings of more than 5 weeks entitle the student to 50% off the enrolment into the mainstream holiday intensive program.
- If a term lesson is missed due to illness a make-up lesson can be arranged on request, these are subject to lane and instructor availability.
- In order to arrange make-up lessons a medical certificate must be supplied.
- Where a lesson is missed for non-medical reasons and notification is not received then no make-up or refund will be applicable for lessons not attended.

## 5. Membership Types

### Full Membership

Full Membership provides full access to all Yarra Leisure facilities, including Burnley Golf Course, gym, swim/spa/sauna & steam, group fitness classes, small group training sessions, personalised program and ongoing reassessments and a locker.

### Off Peak Membership

Off Peak Membership provides access to gym, swim/spa/sauna & steam, group fitness classes, small group training sessions, personalised program and ongoing re-assessments and a locker between 8.00am and 4.00pm Monday to Friday and anytime on the weekends. Off Peak members can not arrive before 8.00am and must exit the centre by 4.00pm. There are no time restrictions on public holidays and Off Peak members can access the venues during the advertised operating hours.

Please note: the off peak membership does not include access to Burnley Golf Course.

### 50+ Membership

The 50+ Membership provides full access to gym, swim/spa/sauna & steam, group fitness classes, small group training sessions, personalised program and ongoing re-assessments and a locker. Patrons must be 50 years of age or over.

Please note: the 50+ Membership does not include access to Burnley Golf Course.

### Aquatic Membership

Aquatic Membership provides access to the aquatic facilities at all Yarra Leisure sites – swim/spa/sauna & steam and a locker. This membership does not include any aquatic group fitness classes.

## **Yarra Youth Membership**

Yarra Youth members must be aged between 14 to 17 years of age and can access the gym, group fitness classes, small group training sessions and the pool. All Yarra Youth members must have a consultation with a gym instructor before using the gym. Individuals under the age of 16 years of age must have a parent or guardian sign the membership form and the Physical Activity Readiness Questionnaire. When a Yarra Youth member turns 18 years of age, they will be advised in writing that they are no longer eligible for the membership and invited to become a Full member.

## **Family Membership**

Family Membership is open to husband, wife, de facto and/or dependent children under the age of 17 years residing within the same household. A minimum of two people must join, including one adult with a maximum of two adults. This membership is a 12 month minimum contract period. Full membership for adult and members of the family 16 years of age and over, includes full access to all Yarra Leisure facilities, including Burnley Golf Course, gym, swim/spa/sauna & steam, group fitness classes, small group training sessions, personalised program and ongoing re-assessments and a locker.

Family members aged 14–15 years old can access the gym, group fitness classes and small group training sessions. They can also access the pool anytime. Please note: family members in this age group will not be able to attend weight training based group fitness classes (Body Pump, New Body and Circuit classes).

Children under 14 years of age receive unlimited access to all three swimming pools. Children under 10 years of age accessing the swimming pools must be actively supervised by an adult 16 years of age, or over. Family members under 16 years of age cannot access the spa/sauna or steam room with their membership.

In addition, any Family Member can participate in Learn to Swim classes for an extra \$10 per term (one class booking per term, per child). This excludes squad sessions and is subject to availability.

## **Yarra Triathlon Membership**

Yarra Triathlon includes unlimited access to all squads available on the Yarra Triathlon training timetable. This membership also provides full access to all Yarra Leisure facilities, including Burnley Golf Course, gym, swim/spa/sauna & steam, group fitness classes, small group training sessions, personalised program and ongoing re-assessments and a locker. Membership to the YarraTri Club is discounted with a Yarra Triathlon membership.

## **Corporate Membership**

Corporate Membership is available to local businesses and requires a minimum of 10 members per organisation. Corporate Membership provides full access to all Yarra Leisure facilities, including Burnley Golf Course, gym, swim/spa/sauna & steam, group fitness classes, small group training sessions, personalised program and ongoing re-assessments and a locker.

All applications for Corporate Memberships are put through to Yarra Leisure's Membership Services Officer and are only available on a 12 month minimum contract period.

## **Learn to Swim Membership**

Aquatic education members are entitled to attend one lesson per week, unless stated otherwise, during each school term throughout the year. Direct debit members are entitled to free practice swims at any Yarra Leisure facility during its opening hours, provided that all members under the age of 10 are supervised by someone 16 years or older. Free locker access and automatic re-enrolment each term is also included as part of a direct debit membership.

## **Open Age – Squad Membership**

Squad participants are entitled to attend any scheduled sessions for their allocated Squad Program. Open Age Squad members are entitled to free practice swims at any Yarra Leisure facility during its opening hours, provided that all members under the age of 10 years are supervised by a person 16 years or older. Free locker access and ongoing enrolment is also included as part of the membership.

## **6. Conditions of membership**

### **Member RFID bands and cards**

Members must present their membership RFID band/card to Reception or automated entry point on each visit to the centre. Failure to present a valid membership RFID band or card will result in a fee being charged. Replacement RFID bands and cards can be purchased at Reception.

### **Automated entry points**

Members must scan their membership RFID band/card at each turnstile and automated entry point in the venue on each visit to the centre. Members must not allow others to enter or exit the facility on their membership.

### **Payment Options**

Members may pay the pro rata or initial membership fee by cash, cheque, credit or debit card. Where a member pays the fortnightly membership fee by direct debit or credit card payment, Yarra Leisure on behalf of Yarra City Council will process the membership payment on every second Thursday. If the direct debit date falls on a public holiday, we will debit your account on the next business day.

### **Direct Debit Agreement**

The direct debit membership is an ongoing fortnightly charge. The members selected account will continue to be debited or charged until the Centre receives written notice of cancellation in accordance with these terms and conditions. This applies even where the credit/debit card has passed its expiry date. In the event that payment cannot be processed or is rejected, an administration fee of \$5.00 will be charged. This charge, along with the unpaid fortnightly fee, must be paid in full upon the next visit. Access may be refused on failure to pay.

### **Membership Financial Commitment/Contract**

All direct debit memberships have an initial contact period. The minimum commitment is dependent on the initial option selected when joining.

All direct debit memberships are ongoing memberships and continue to debit after the initial debit period. Members on a 12 month minimum contract period will be provided with written correspondence one month prior to the end of their initial debit period, to alert the member that the initial debit period will be completed shortly and that Yarra City Council will continue debiting after this date, unless advised otherwise by the account holder.

Members wishing to cancel their membership after the initial minimum period must give Yarra City Council written notice (either in person or via e-mail) of their intention to cancel by close of business on the Monday prior to the Thursday fortnightly direct debit. If notice of cancellation is not received by that time, fortnightly debits/charges will continue to be made to or from the nominated account.

After the initial minimum period, memberships automatically continue on a fortnightly basis until the membership is cancelled.

Members wishing to cancel before the completion of the minimum period may submit a written request with any supporting documentation (e.g. medical certificate) to be assessed.

### **Swim School re-enrolment**

- If enrolled by Direct Debit, you will be automatically re-enrolled each term, unless you advise in writing or otherwise prior to the commencement of the term.
- If enrolled by Upfront Payment or Family Membership, a payment needs to be made by the advertised due date to secure your position for the upcoming term.
- You will be notified when the student is ready to progress to the next level.
- You may request a change of time or day for lessons during 'Moves and Changes' periods. All changes are subject to availability.

### **Cooling off period**

All new members have a cooling off period whereby they can exercise their right to cancel within seven days of joining. To cancel your membership in accordance with these terms and conditions, please refer to the section 'Direct Debit cancellations' on page 10 of this document. We will then cancel your membership and refund your initial payment, less services rendered.

### **Changes to Membership**

All requests for changes to a membership, including changes to membership type, suspension and cancellation requests will need to be made in writing by close of business on the Monday prior to the Thursday fortnightly direct debit. This can be done in person at one of our leisure centres or via e-mail. Please note that faxes are not accepted. In the event that an e-mail has been sent, it is the responsibility of the member to ensure the notification has been received by Yarra Leisure. Furthermore, it is imperative that the reference number provided by Yarra Leisure is retained for any future queries relating to the account.

If the member requests a change in membership type during a minimum contract period, they will automatically commit to an additional contract period.

Changes to bank details will only be accepted in person by close of business on the Monday prior to the Thursday fortnightly direct debit.

### **Suspension**

#### **Yarra Leisure Direct Debit Membership**

Members are permitted two months suspension per calendar year, which cannot be back-dated and does not accrue. Your membership will reactivate automatically after your nominated suspension period has ceased. It is your responsibility to know when your membership will be reactivated. Yarra City Council will not refund or credit patrons who were not aware that their membership had been reactivated. Notification of suspension must be provided in advance and in writing. Suspensions can be made for a minimum of two weeks.

#### **3 and 12 Month Term Membership Agreement**

Term Membership suspensions are limited for 3 and 12 month memberships as follows:

- 3 Month Term Membership – 31 days per contract.
- 12 Month Term Membership – 62 days per contract.

Suspensions can be made with a minimum period of two weeks.

#### **Learn to Swim Membership**

Not available for Learn to Swim.

### **Open Age Squad Membership**

Squad members are permitted two months suspension per calendar year, which cannot be back-dated and does not accrue. Your membership will reactivate automatically after your nominated suspension period has ceased. It is your responsibility to know when your membership will be reactivated. Yarra City Council will not refund or credit patrons who were not aware that their membership had been reactivated. Notification of suspension must be provided in advance and in writing. Suspensions can be made with a minimum period of two weeks.

### **Direct Debit Cancellations**

#### **Yarra Leisure Membership**

Notification of cancellation must be made in advance and in writing. Cancellation notification must be received by close of business on the Monday prior to the Thursday fortnightly direct debit. Upon cancellation, the member will be provided with a numerical reference number that indicates to them that the cancellation has been processed. If not received, fortnightly debits or charges will continue to be made to or from your nominated account. Management may cancel a membership at any time for serious misconduct or breach of these terms and conditions.

#### **Learn to Swim Membership**

Learn to Swim enrolments are for the whole term, or the remainder of the term if a late enrolment is made. Once the term has started, cancellation of an enrolment will only be effective at the end of a term. The last day to cancel an enrolment without penalty for the upcoming term is the last day of the current term. If not received, fortnightly debits or charges will continue to be made from the nominated account. Upon request of cancellation, a cancellation fee may be charged. The fee exists, where the debits incurred during the membership do not amount to the upfront payment cost of the lessons for which the student was enrolled.

For upfront paying students, if a payment for the upcoming term has not been received by the advertised due date, this will be considered as a cancellation and the student's space in the class will not be rolled over to the next term.

#### **Open Age Squad members**

Notification of cancellation must be made in advance and in writing. Cancellation notification must be received by close of business on the Monday prior to the Thursday fortnightly direct debit. Upon cancellation, the member will be provided with a numerical reference number that indicates to them that the cancellation has been processed. If not received, fortnightly debits or charges will continue to be made to or from your nominated account.

Management may cancel a membership at any time for serious misconduct or breach of these terms and conditions.

### **Cancelling your membership during the minimum term**

You can request cancellation of your membership during the minimum term as per the direct debit cancellation request process described in these terms and conditions. In the event that we determine you are eligible to an early exit from your 12 month minimum contract you will be charged an early exit fee. The early exit fee is calculated as Yarra Leisure's applicable membership joining fee.

We will not charge you an early exit fee if you cancel due to the following reasons:

- you are sick or incapacitated - you must provide a medical certificate from a qualified medical practitioner stating that you cannot exercise for the rest of your term
- you are bankrupt or suffering financial hardship - you must provide supporting documents.

### **Concession Membership conditions**

All members who are on concession discounted memberships must ensure that their concession details are up to date on our membership system. Correspondence will be sent to concession membership holders at the point of their concession card expiring; at which point, new details will be required by close of business on the Monday prior to the Thursday fortnightly direct debit to ensure a concession membership. If updated concession card details are not provided, Yarra Leisure will assume the membership is non-concession and membership will be debited at the full non-concession rate.

### **Correspondence conditions**

It is the responsibility of the member to ensure that correspondence has been received in accordance with the above terms and conditions. E-mail correspondence will receive a confirmation response within 10 working days. It is recommended that members retain a receipt of any correspondence in accordance with the above terms and conditions. It is the member's responsibility to ensure their contact details are up-to-date and to notify Yarra Leisure of any changes. In the event that Yarra Leisure is not notified of changes to members contact details, correspondence sent from Yarra Leisure to members via the contact details on file will constitute valid notice under these terms.

### **Multi Visit Pass Agreement**

10 multi visit passes will expire 6 months from the date of purchase.

25 multi visit passes will expire 12 months from the date of purchase.

Suspension time is not available on multi visit passes and refunds will not be issued on unused portions of visit passes. Multi visit passes are non transferable to other persons, products or services.

All multi visit passes have full rights across all Yarra Leisure Facilities.

### **Privacy**

Yarra City Council is committed to privacy. All personal information collected from you will be used by the Council to manage your membership, including sending you information about the Council's leisure centres. The Council will not disclose your personal information to a third party unless required or permitted by law. You can access and change your details at any time. For further information, you can contact Burnley Golf Course on 9205 5048, Collingwood Leisure Centre on 9205 5522, Fitzroy Swimming Pool on 9205 5180, and Richmond Recreation Centre on 9205 5032.

### **Price Increases**

The debit price is subject to change and may be debited or charged on various dates. Yarra City Council will make its best endeavour to provide, one month's written notice prior to any variation in debit arrangements or changes to terms and conditions. By signing the membership application form, the member is authorising Yarra City Council to debit or charge the nominated account with the amount advertised by the centre and in the event of any change in the charges for this membership, to alter the amount from the date of change. Yarra Leisure's fees and charges are decided as part of Council's annual budget process.

### **Changes to Conditions**

The terms and conditions may be changed at the absolute discretion of Yarra City Council, but only after the provision of one month's notice. If a member does not accept the new terms and conditions they may cancel their membership without penalty.

## Other Conditions

Yarra City Council reserves the right to alter operating hours, program timetables, equipment availability, membership entitlements and will provide notice before doing so where a major alteration is to occur. Members will not be entitled to compensation as a result of equipment breakdown, program cancellation, short-term facility closure or similar.

## Non-transferable

Memberships are not transferable to other persons, products or services.

## 6.1 REFUNDS

Applications for refunds/credits must be made in writing. All refunds/credits are assessed as per the Refund Policy.

The following details must be included in the refund application, which can be sent directly to Yarra Leisure or e-mailed to [yarraleisure@yarracity.vic.gov.au](mailto:yarraleisure@yarracity.vic.gov.au)

- date of application, name, address and contact numbers
- give specific details i.e. membership type, membership number, class or session details
- give specific details of the reason for the refund and attach any relevant documentation, e.g. Medical certificate.

### The following conditions apply to all refund requests:

- Refunds/credits are processed from the date of application
- An application from a past date will be considered if supporting documentation is provided, e.g. medical certificate
- Refunds sought in relation to a medical condition should have a medical certificate attached
- Where a credit is granted for a program, the participants name will be removed from the class list
- Proof of purchase must be provided for all merchandise exchange or refunds. Exchanges and refunds will not be granted due to poorly fitting items
- A 25% administration fee is deducted from all approved refunds, including merchandise refunds
- If successful, applications will be processed within four to six weeks from the date of application.

A Yarra City Council cheque will be mailed to the address indicated on the application

- Refunds are not given for moving out of the area, non-attendance or forgetting to suspend or cancel
- Cash refunds are not given
- In assessing refunds, we follow the Victorian Fitness Industry Code of Practice
- The Centre Manager shall approve or reject applications for refunds and credits. All approved refunds shall be passed onto the Yarra City Council's Finance Department for processing.

## 6.2 ADDITIONAL SERVICES

### Locker

Yarra Leisure provides both a key operated locker system and self service locker system for the use of temporary storage of personal items whilst using the Centre facilities. Whilst care is taken to safeguard locker contents, Yarra Leisure requests that all users do not bring valuable items into the facilities. Lockers can be accessed on a casual basis or by scanning a membership RFID band or card if the membership/visit pass entitles locker use. Photo identification, keys or membership tags are acceptable deposits for casual locker hire. Patrons that do not bring their membership RFID band/card will be required to pay a casual fee.

### **Key Operated Lockers**

A locker key is available on presentation of membership RFID band/card at Reception. Lost keys will incur a fee. Items left in lockers at close of business will be placed in lost property.

### **Self Service Lockers**

Self service lockers can be accessed using a membership RFID band/card if membership or visit pass includes locker hire. Lockers can be used for a maximum of two hours.

### **Occasional Care Facilities**

The Occasional Care facilities available at Collingwood Leisure Centre, Fitzroy Swimming Pool and Richmond Recreation Centre are not part of the membership entitlements and a separate charge for use will apply. Patrons that are utilising this service whilst in the facilities will pay a subsidised casual full fee or concession fee per session. Patrons that are utilising the service and leaving the facilities will pay an un-subsidised casual full fee or concession fee per session; prices are available from Reception and bookings are essential. Cancellations must be made no later than 8.00am on the day of the booking. Patrons that fail to cancel their booking in time will incur a cancellation fee.

The hours of operation, fees charged and operating conditions may vary at Yarra City Council's discretion. In the event of change, Council will provide advanced written notice to users.

For further information and enrolment details, an Occasional Day Care handbook is available from Reception.

### **Lifestyle Services**

Massage, Personal Training and courses are not part of the membership entitlements and a separate charge for use will apply. The hours of operation, fees charged and operating conditions may vary at Yarra City Council's discretion. In the event of change, Council will provide advanced written notice to users.

## **6.3 INCENTIVES**

### **Free Membership Month**

Members can receive membership bonuses by referring new members to the centre. Members who refer two new members to the centre will be entitled to a free month on their current membership. Please ensure that for every new member you refer you have your member referral card initialled by a customer service staff member. Referral cards are available from reception. Once a member has referred two new members they can present the referral card to Reception and the bonus month will be arranged.



## 7. Our obligation to you

### Statutory guarantees

#### ACL

The Australian Consumer Law (ACL) contained in the Competition and Consumer Act 2010 (Cth) (CCA) provides certain guarantees in sections 60 to 62 (statutory guarantees) which generally require that services supplied to you:

- are rendered with due care and skill,
- are reasonably fit for any purpose 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, and
- are supplied within a reasonable time (when no time is set).

#### Permitted exclusion

However, the CCA permits a supplier of recreational services to ask you to accept some limitations on those statutory guarantees. Accordingly, to the extent permitted by section 139A of the CCA, you acknowledge and agree that we exclude all liability to you for death or injury resulting from a failure by us to comply with any statutory guarantee.

In the previous sentence, "injury" means:

- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease; or
- the coming into existence, the aggravation, acceleration or recurrence of any condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to you that is or may be harmful or disadvantageous to you or the community, or that may result in harm or disadvantage to you or the community.

#### Reckless conduct

This exclusion of liability does not apply if you have suffered any significant personal injury that is caused by our reckless conduct (within the meaning given to those terms by the CCA).

#### State based notices

Please refer to the ACL Exclusion Notice which contains complementary information about the statutory guarantees and the limitations that we are allowed to place on them. These are without prejudice to the limitations contained in this clause.

#### General exclusions

Please note that nothing in this agreement excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including under a statutory guarantee) which cannot lawfully be excluded, restricted or modified. Otherwise, and except as expressly included in this agreement, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from this agreement. In particular, but subject to the ACL Exclusion Notice, we are not liable for:

- negligence; or
- breach of terms implied that services will be provided with reasonable care and skill, at common law that in either case results in your death or injury (as defined in statutory guarantees) in connection with or under this agreement, but to avoid doubt we do not exclude liability for our reckless conduct.

## **Loss of property**

You promise that you will not unnecessarily bring valuables in to the facilities and that if lockers are available you will use the lockers to store any valuable property that you bring with you. If we provide secure storage lockers, then this is part of our service to you. However, we are not responsible if someone breaks into your locker and takes your property.

Other than as described above, maintaining the security of unattended property in the facility is not part of the service we provide under this agreement. Accordingly, if you choose not to use a locker to securely store your property and leave it unattended in the facilities, we will not be responsible for any loss or damage to your property that occurs.

## **ACL Exclusion Notice**

### **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 is required to ensure that recreational services it supplies to you –

- are rendered with due care and skill; and
- are reasonably fit for any purpose 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 (ACL), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign the membership application form, you will be agreeing that your rights to sue the supplier under the ACL 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 the membership application form.

NOTE: The change to your rights as set out in the membership application 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 ACL.

## 8. Defined terms

<b>Word</b>	<b>Meaning</b>
<b>Yarra Leisure, Centre, Facility</b>	Yarra Leisure, including Burnley Golf Course, Collingwood Leisure Centre, Fitzroy Swimming Pool & Richmond Recreation Centre facilities
<b>We, Us, Our (or any derivative thereof)</b>	Yarra City Council and/or Yarra Leisure
<b>You, Your (or any derivative thereof)</b>	A member, visit pass holder or customer of Yarra Leisure
<b>Membership application, agreement</b>	This is between Yarra City Council and you, under which you will become a member or visit pass holder of Yarra Leisure
<b>Minimum Term, Commitment, contract period</b>	The term specified in the Membership application and agreement form
<b>Business day</b>	Each weekday other than a Saturday, Sunday or public holiday in the place where the facilities are situated
<b>Joining fee</b>	The sum referred to as the joining fee in the membership application
<b>Membership application, contract</b>	These terms and conditions and the application to which these terms and conditions are annexed
<b>Membership fees</b>	The fee payable by you in consideration of membership with Yarra Leisure for the period of your membership, as applicable to your type of membership and as outlined in the membership application
<b>Reception</b>	Customer service areas located in the main foyer of the building that houses each of Yarra Leisure's facilities
<b>Programs, services</b>	Any fitness program, activity or service that we organise and you wish to participate in

## **BURNLEY**

### **GOLF COURSE**

Cnr Loyola and Madden Gr,  
Burnley

## **FITZROY**

### **SWIMMING POOL**

Alexandra Pde,  
Fitzroy

## **COLLINGWOOD**

### **LEISURE CENTRE**

Cnr Turnbull and Hoddle Sts,  
Clifton Hill

## **RICHMOND**

### **RECREATION CENTRE**

Gleadell St,  
Richmond

For further information,  
phone 9205 5522 or visit  
[www.yarraleisure.com.au](http://www.yarraleisure.com.au)



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