

Membership Terms and Conditions

Please take the time to read these Terms and Conditions (Ts&Cs). They contain important information about your rights when using the pool, gym, and group fitness facilities, how we use and store your information, and Campaspe Shire Council (Council) responsibilities.

When you agree at the bottom of this page, you will enter into a formal agreement between Council and you (the member), so we have tried to make them easier to read. If you would like help, or if there is something not clear, please contact the Aquatics team on ewmac@campaspeaquatics.com.au or on 5483 9698.

Membership Application

The information you provide, including emergency contact details must be completed, true and not misleading in any way.

Persons under the age of 18 must have their Membership Application form signed by their parent or legal guardian. The parent or legal guardian will be held responsible for any breaches of the membership terms and conditions and may also be required to provide consent to enable the person to participate in physical activities.

Cooling Off Period

All requests for refunds within the first seven days of joining will be honored in full, providing the facilities and services have not been used. If the membership has been used during the first 7 days, then the applicable costs will be deducted from the refund entitlement.

You can rejoin at any time in the future for a Membership Fee.

Membership Fees and Charges

Fees and charges are set by Council with any changes to become effective annually on 1 July.

You will be direct debited every fortnight for your membership from the bank you nominate.

Debiting from your account will happen from the date you agree to the Ts&Cs.

You are expected to have available funds for each direct debit. If there are not enough funds at the time of processing, Council will add any bank fees it incurs from that transaction to your account. If you are unable to pay, your membership will be cancelled to avoid accumulating a debt. Cancellation will occur as a result of two failed direct debits.

Please call the Customer Service Team 5483 9698 if you change accounts, banks or renew your debit / credit card. Alternatively, you can change your details via your membership online portal.

You can change your membership type at any stage by contacting the customer service team, if upgrading to a higher level, additional costs will apply.

Facilities may have a change to standard operating hours from time to time, in situations where facilities are impacted by pandemic closures, extensive capital works projects or natural disasters you will be offered a refund or the ability to suspend your membership. If the facility is closed for a few hours due to a public booking or other extenuating circumstances Council will publish any changes to operating hours on the website and social media platforms.

Membership Token

Your membership token must be presented to staff upon entry to the Centre. You will be required to pay for any replacement token.

Suspending & Cancelling your membership

You can suspend your membership at any time, debit payments will be suspended from the day that you let a team member know. You must provide an end date to all suspension requests. Your direct debit will resume once your suspension request date has expired.

Memberships are for you as an individual and cannot be transferred to another person or be loaned to friends or family members.

Cancellation of membership can occur at any time and must be provided in writing. If the membership has been used during the period, then the applicable costs will be deducted from the refund entitlement

Refunds

Any refund due will be calculated, pro rata, on the basis of the balance of the paid membership remaining at the time of cancellation. Refunds must be approved and are processed under Council's standard refund process.

Learn to Swim (LTS)

- For any changes to LTS classes please refer to your LTS online account.
- LTS classes do not run on Public Holidays.
- Missed LTS lessons cannot be made up and will not be refunded.
- LTS members can access the pool anytime the facility is open outside of lesson times.
- LTS lesson are on the direct debit system, charged fortnightly on an ongoing basis including during school holidays. which keeps you enrolled until you request to cancel in writing. Your position in the class is secured by your ongoing successful debit. If you do not pay you will not be allowed into your class and your membership will be cancelled to avoid accumulating debt.

- In the event that Council has to cancel your lesson you will not be charged for that lesson.

Your Responsibilities

- You must be physically and medically sound to proceed with exercise. If at any time your physical status changes, you must inform staff.
- Offensive language, aggressive or inappropriate behavior, smoking, consumption of alcohol or being under the influence of alcohol or drugs is not permitted at any time. Members will be escorted from the centre if behaving inappropriately.
- You must follow the instructions of the Centre staff at all times.
- Photography and mobile phone use of any kind is not permitted in the change rooms. Photography is permitted in other areas with approval of Centre management and the consent of the person being photographed (or their parent or guardian if they are under 18)
- Any member who damages the facilities or its property must pay for the damage.
- Willful damage will be reported to the police.
- Children under 10 years of age must be accompanied by a person at least 16 years of age. If you bring children under 16 years of age to the Centre, you are responsible for the care, conduct and supervision of those children at all times and must keep those children within your sight at all times
- Personal Training/Coaching - Members are not permitted to conduct personal training or coaching sessions for other members of the facility.
- You must take note of any additional area specific rules, guidelines or recommendations listed on signage prior to entering different areas of the Centre.

Liability

Except as expressly provided by law, Council will not be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even when Council has been advised of the possibility of such damages occurring.

For the purposes of this clause reference to indirect, consequential, or incidental loss or damages includes, without limitation:

- cost associated with direct debit rejections or bank fees;
- loss of use of money;
- loss of use of any plant or facility;
- loss of opportunity;
- loss of goodwill;
- injury or death.

Privacy

Council agrees to keep confidential and secure all customer(s) records and account details contained in the Direct Debit Request.

This information may be disclosed to other areas of Council or third parties if necessary, regarding an issue with bookings, membership, and use of the facilities or emergency in accordance with the *Privacy and Data Protection Act 2014* (Vic) and the *Health Records Act 2001* (Vic) or other legislation.

Council will take reasonable steps to maintain the security and confidentiality of personal information and account details contained in the Direct Debit Request as outlined in Council's Privacy Statement and Privacy and Data Protection Policy (accessible via Council's website or available at Council's Service Centre locations).

Personal and health information collected by Council is used for municipal purposes as specified in the *Local Government Act 2020* (Vic) and includes a Direct Debit Request. The information provided will be used solely for these purposes, or any other directly related purposes. The information will not be disclosed to any external party without your consent, unless required or authorised by law. If you wish to access or alter any of the personal information you have provided, please contact Council: -

By phone: 1300 666 535

By email: shire@campaspe.vic.gov.au

By mail: PO Box 35 ECHUCA VIC 3564

In person at a Customer Service Centre:

2 Heygarth Street, Echuca

8.30am to 5.00pm

For more locations, please visit Council's website www.campaspe.vic.gov.au or contact Council as provided above.

Information collected by Council in or related to a Direct Debit Request is a primary purpose of collection and: -

- may be disclosed to Xplor, Debit Success or any related third party of these entities (this may include banks or other affiliated organisations),
- may be shared or held outside Australia (including but not limited to European Union, United Kingdom, United States, Canada and New Zealand),
- may be used to disclose information in the event of a claim or relating to an alleged incorrect or wrong debit,
- is necessary for a direct debit to be made.

This includes disclosing information in the event of a claim or relating to an alleged incorrect or wrong debit.

I have read and understood the Membership Terms and Conditions as stated and agree to abide by and provide my consent to these Terms and Conditions, including the use, disclosure and storage of my information.

Member's Signature: _____ Date: _____

Staff Member's Signature: _____