Health & Fitness Terms and Conditions

All enquiries to: leisure@stirling.wa.gov.au

Cooling-off period

This agreement is subject to a 7-day cooling-off period. All members have the right to cancel their membership, without giving cause or reason, during the 7-day period immediately after they enter into the membership agreement. Any requests for termination during the 7-day cooling-off period must be in writing to memberships@stirling.wa.gov.au. Any membership fees paid will be refunded minus any fitness services the client has used prior to termination, plus any reasonable administration charges (minimum $20.00).

Release from liability/indemnity

I declare that the above particulars are true and correct and I will adhere to the Terms and Conditions. I acknowledge and agree that during all times as I am on the premises at Stirling Leisure Centres or its surrounds that both my property and my person shall be at my own risk I disclaim and release the City of Stirling, its contractors, employees, volunteers and invitees to the full extent permitted by law and whether arising out of any negligence by any person or otherwise, and from all liability of any kind, which may arise in respect to property, injury or death to any person on the centre premises, or its surrounds. I warrant that I am in good state of health, fitness and physical condition and that there is no medical reason that restricts or impedes my application for membership. It is the responsibility of the member to disclose up to date medical details for the duration of the membership. In the event that any infant, minor or other person under my control accompanies me to Stirling Leisure Centres or its surrounds and that person suffers any personal injury or loss of property, then I shall indemnify the City of Stirling against all and any claims, demands and actions made by or on behalf of that person in respect of any injury death or loss.

Terms and Conditions

- Patrons must register their attendance on every occasion they use the facility. Attendance must be registered at a facility by scanning a membership card or fob. Patrons who do not register attendance may be refused access to a facility.
- The membership is only valid for the person stated on this form. Memberships cannot be transferred or shared.
- The City of Stirling will have access to members personal information. The City of Stirling will only use and disclose personal information in accordance with its privacy policy which can be found on the City's website.
- City of Stirling has the right at any time to suspend access or terminate the membership of any person who has behaved or is behaving in an inappropriate manner or does not comply with the reasonable direction of the centre, or has any unresolved criminal charges or criminal convictions. This is in the best interest of the health and safety of all customers and staff at the centre, and those participating in any program or activity organised by the centre.
- The City of Stirling has the right to terminate the membership of any person who does not adhere to the conditions of entry or comply with the membership terms and conditions.
- Minors 13 – 15 are permitted to hold a modified membership. Membership cards will not be provided. A minor must be accompanied by an adult over 18 + at all times in the Fitness Centre and manually check in with staff at reception.
- FIFO membership available for eligible members, proof of regular rostered time away must be shown for membership to be set up and a current roster submitted every 6 months.

Medical/Ambulatory assistance

Members authorise the City of Stirling staff to obtain any medical/ambulance assistance in the event of an accident or emergency involving the member, and agree to reimburse the City of Stirling on demand for any costs incurred in obtaining such assistance, including but not limited to any ambulance fee.

The City reserves the right to make changes to our terms and conditions at anytime.

Membership price increases

Ongoing memberships are subject to an annual price review and CPI increase in accordance with endorsed City of Stirling Schedule of Fees and Charges.

Video monitoring for your safety in the water

This facility uses the **Lynxight System**, which uses CCTV cameras and AI technology to detect and alert lifeguards to potential drowning or safety incidents. For more information on privacy aspects of the Lynxight System, please see **Lynxight's Privacy Policy at** https://www.lynxight.com/legal/privacy-policy-pools-australia-nz

All memberships

Payment declaration

I agree that payment for membership fees must be made according to the terms and conditions for the selected membership.
I agree that the liability for the above payment shall continue as agreed notwithstanding my frequency of attendance at the centre or that I shall cease to attend altogether. I shall not be entitled to any refunds for any reason other than those stated below under transfers, refunds and termination. As a member, I shall cease to have rights to the centre, at its discretion, if full payment is not received by the due date. As a member, I shall pay all costs of the collection of the monies due including any debt collectors, legal fees or other cost payable by my defaults. I acknowledge that I have read and understand all of the above provisions as well as the centre rules and regulations and acknowledge that this is a legally binding contract and that I observe to be bound by it.

Joining fee

I agree the nominated joining fee outlined in the current schedule of fees and charges is required to be paid in full at time of joining.

Third party disclosure

For memberships paid by a third party such as a medical professional or insurance company, the City may, if requested to, disclose information of a personal nature to these third parties, including but not limited to membership status, type and attendance history.

Upfront memberships

I agree that payment for membership fees must be made upfront at the time of joining.

Suspension

- Upfront memberships may be placed on hold for a maximum length of 8 weeks per 12-month contract
- A suspension fee may be applicable for all memberships suspensions including medical suspensions
- Suspensions can be completed online or by emailing memberships@stirling.wa.gov.au prior to intended leave. The suspension fee is outlined in the current City of Stirling Schedule of Fees and Charges
- 3-month memberships can be suspended for a maximum of 2 weeks.

Cancellation and refunds of upfront membership

Cancellation and refunds on upfront memberships will only be permitted if:

- They are requested during the 7-day cooling off period
- If the member has moved interstate
- For medical reasons.

All cancellation requests are to be submitted in writing to memberships@stirling.wa.gov.au addressed to the Stirling Leisure Centre Manager with formal supporting documentation, such as:

- Written evidence of new interstate address
- Formal documentation from a doctor or medical specialist on business letterhead.

All requests will be assessed on a case-by-case basis and where approved by the City of Stirling memberships will be refunded on a pro rata basis, minus any fitness service the client may have utilised prior to termination, plus any reasonable administration charges (min $20).

Ongoing memberships

Joining fees and the initial payment are required upfront. I agree that the payment is to be made upfront at the time of joining.

Ongoing memberships are paid via direct debit, the debits are processed by Ezidebit. Please refer to the Ezidebit terms & conditions

This is an ongoing membership agreement. The agreement will continue until either you or the supplier terminate it in the way described in the agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or your fitness centre cancels the arrangement. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to the City of Stirling for damages for breach of contract.

Suspensions

- Ongoing memberships may be placed on hold for a minimum of 7 days up to a maximum of 3 months per calendar year. A suspension fee may be applicable for all membership suspensions including medical suspensions.
- Suspensions can be completed online or by emailing memberships@stirling.wa.gov.au prior to intended leave
- The suspension fee is outlined in the current City of Stirling Schedule of Fees and Charges

Cancellation of ongoing membership

- Ongoing memberships can be cancelled at any time with no fee or penalty
- All cancellations must be placed in writing via email to: **memberships@stirling.wa.gov.au**
- Formal notification of cancellation either written or email must be received 1 week prior to the next direct debit payment
- If the cancellation is received within the 7-day period the next scheduled payment will be deducted from members nominated account as per contract agreement. The facilities can be utilised until the expiry date of the

membership. No credits or refunds will be applicable.
- Memberships cancelled whilst under suspension are not entitled to refunds.
- In the event of failed payments the City of Stirling may exercise its right to cancel ongoing memberships.

Centre rules

All members must adhere to the current Conditions of Entry.

- Sweat towels are compulsory, and must be used on equipment
- Enclosed shoes are compulsory
- Membership cards or fob must be scanned to gain entry to the centre, and lost cards will be replaced for a fee, as outlined in the current Schedule of Fees and Charges
- Group fitness classes are subject to availability, and timetables are subject to change without notice
- During peak periods, time limits apply on cardio and strength equipment (time limits are posted in the gym)
- Gym patrons must not swear or use or other language that is offensive to other users
- Please allow people to work in with you during your rest periods
- Gym patrons must unload their weights from machines they have been using in preparation for the next user, and must not drop weights on the ground
- Photography, filming and video recording within the facility is prohibited without prior approval from Facility Management
- Patrons must be over 17 years of age to use the spa (Inglewood only) and sauna and over 17 years to use the hydrotherapy pool and sauna (Balga only)
- Children under 13 years are not permitted within the gym or group fitness facilities
- All children under five (5) years of age must be accompanied by a parent of guardian (+16) at all times
- All children under 13 years must be supervised by a parent or guardian (+16 years) whilst in the centre
- All multi passes expire two (2) years from date of purchase

Terms and Conditions; Creche

Creche access is included in full facility memberships for children 8 weeks to 5 years.

- Enrolment form must be completed prior to attending for the first time.
- All children must be immunised
- Maximum attendance of 1 hour and 30 minutes.
- Parent/guardian must remain within the centre while child is in the creche.
- Bookings are essential.
- Cancellations must be made at least 2 hours prior to your booked session commencing or before 8am on the day of your booking.
- Consistent non-attendance may result in being excluded from the creche service.
- Prams and strollers MUST be supplied for all children under 2 years, as well as nappies and wipes
- Children who are unwell or displaying symptoms of illness will not be admitted to the creche. Staff reserve the right to refuse admission if a child appears unwell.