

TERMS AND CONDITIONS



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1. Yarra Leisure's Vision

At Yarra Leisure, we are passionate about active living! Our vision is to support everyone to be active together, now and forever. We are leaders in active living, inspiring and supporting everyone on their health and wellbeing journey. We provide opportunities for all people to access our industry leading facilities and high-quality services; and safe spaces for our community to connect around physical activity.

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 always be identifiable to customers.

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 Estate Gym, 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 adult over the age of 16.
- Must stay within arm's reach at all times.
- Each responsible adult 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 responsible adult 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 responsible adult 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 adult over the age of 16.
- Must be constantly and actively supervised.
- Responsible adults must position themselves to have a clear view of the child with no physical or structural barriers between them and the child/children.
- Responsible adults must not be distracted from actively supervising their children.
- It is strongly recommended that responsible adults accompany the child into the water and remain within arms reach when 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 responsible adult 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 responsible adult 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

- A responsible adult must not supervise a total of more than four (4) children under the age of 10 and no more than two (2) children under the age of 5.
- When 'within arm's reach' conditions exist, the responsible adult 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, the responsible adult 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. A responsible adult 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 responsible adult if swimming recreationally on either side of their lesson. At no point will there be an exception or exclusion that applies to children swimming recreationally.
- When multiple children are participating in multiple lessons, it is recognised that it is not always practicable for the responsible adult to supervise all of those children during the lesson time, particularly if their lessons are occurring in different pool spaces. Therefore, responsible adults should aim to split their time between lessons ensuring regular check-in with Swim Instructors.
- Responsible adults must refrain from distractions such as phones, other recreational activities and/or must not leave the centre. Should the child or Swim Instructors require the responsible adult's assistance, Swim Instructors should be able to locate and gain their attention immediately.

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 all customers consult an appropriate medical practitioner and follow the advice of that practitioner when choosing an exercise activity and whilst undertaking that activity.

A Physical Activity Readiness Questionnaire has been provided as part of your membership application 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 our customers happy with the service and facilities within the Centres. Should you have any suggestions on how to further improve your experience, please do not hesitate to complete a customer feedback form, which are available from Reception, or email us at 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 access to the Gym) with a Gym 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 indicators, which may restrict an exercise program and 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.
- It is recommended that you undertake a gym consultation 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.
- Always wear clean and undamaged sports attire 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.
- Sanitised wipes must be used to wipe down 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 EXERCISE CLASSES

Yarra Leisure programs have been specifically designed so that people of all levels and fitness can attend, have fun and get fit. Patrons are eligible to obtain strictly one ticket per person.

It is recommended that patrons arrive at least 10 minutes before the scheduled class time to ensure attendance. 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:

Casual entry is not 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 membership. All individuals under 18 years of age must complete an initial consultation with a Gym Instructor before using the facilities.

Group exercise:

Casual entry is not permitted to individuals under 14 years of age. Yarra Youth members and casual entries must be 14 years of age and over to attend a cardio-based group exercise class and 16 years of age and over to attend weight training based; for example, Body Pump and Circuit classes.

Golf:

Casual golf users and Golf - Youth members under 10 years of age must be supervised by a responsible parent/guardian over the age of 16 while attending Burnley Golf Course.

4. Aquatic Programs

4.1 LEVEL PROGRESSION INFORMATION

- Students are continually assessed during the term by a member of the Aquatic Programs team.
- A Level Up certificate will be awarded once a student has mastered all the skills within a level.
- Level progressions are processed on the day the student has mastered all skills within a level.

4.2 INSTRUCTORS

- All Yarra Leisure swimming instructors are industry qualified with a 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.

4.3 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.

4.4 REQUESTS FOR LESSON CHANGES

You may request a change of time or day for lessons at any time by visiting reception or calling us on 9205 5522.

4.5 HOLIDAY SWIMMING PROGRAM

Cancellations from the 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 swim school account. No cancellations for change of mind or change of lifestyle will be accepted.

4.6 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.

4.7 MISSED LESSON POLICY

Where a lesson is missed, you are encouraged to use your membership to practice aquatic skills in your own time at the centre. If a student has been ill during the term a credit will be applied to your 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 two weeks, please discuss a medical cancellation with Swim School staff. No credits can be applied retrospectively after the term has concluded.

4.8 SOLO AND PAIRED LESSONS

- If a 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.
- There is no concession rate applicable to these offerings.

5. Membership Types

5.1 LEISURE CENTRE SERVICE-BASED MEMBERSHIPS

Yarra Leisure offer a service-based membership program which provides access to all 3 of our leisure centres; Collingwood Leisure Centre, Fitzroy Swimming Pool and Richmond Recreation Centre.

This service-based model allows you to select and build into your membership the following services:

- Aquatic facility access - pool, spa, sauna and steam
- Group exercise programs access (including SwimFit)
- Gymnasium access (including Small Group Training).

The membership options available for these services are as below.

Bronze Membership

A single service membership meaning that you can select one (1) of the above services to access at all leisure centres.

Silver Membership

A dual service membership meaning that you can select two (2) of the above services to access at all leisure centres.

Gold Membership

An all-inclusive membership meaning that you can access all of the above services at all leisure centres.

Burnley Golf Course Add-On

Access to the Burnley Golf Course in conjunction with any of the above membership options (Bronze, Silver and Gold) is available as an add-on at an additional rate.

5.2 LEISURE CENTRE YOUTH MEMBERSHIP

Yarra Youth members must be 14 to 17 years of age and can access the gym, group exercise 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 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.

5.3 CORPORATE MEMBERSHIP

Corporate Membership is available to local businesses and requires a minimum of 5 members per organisation. Corporate Membership provides access to the gym, pool, spa, sauna and steam, group exercise classes, small group training sessions, personalised program, ongoing re-assessments and a locker.

All applications for Corporate Memberships are put through to Yarra Leisure's Membership Experience team.

5.4 SWIM SCHOOL MEMBERSHIP

Swim School members are entitled to attend one lesson per week, unless stated otherwise, during each school term throughout the year. Members are entitled to free practice swims at any of our leisure centres for the duration of their membership, 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 the membership.

5.5 GOLF MEMBERSHIPS

Our golf memberships provide you with access to Burnley Golf Course.

Golf - Full Membership

Golf - Full Membership provides unlimited golf and access to the practice facilities at Burnley Golf Course seven days a week. The membership covers green fees for the membership holder. Equipment hire is an additional charge.

Golf - Intermediate Membership

Golf - Intermediate members must be 18 to 24 years of age. The Golf - Intermediate Membership provides unlimited golf and access to the practice facilities at Burnley Golf Course seven days a week. The membership covers green fees for the membership holder. Equipment hire is at an additional charge.

Golf - Youth Membership

Golf - Youth members must be under 18 years of age. The Golf - Youth Membership provides unlimited golf and access to the practice facilities at Burnley Golf Course seven days a week. The membership covers green fees for the membership holder. Equipment hire is an additional charge.

Golf - Practice Membership

Golf - Practice Membership provides unlimited access to the practice facilities at Burnley Golf Course seven days a week. Practice balls are not provided so please ensure you bring your own. Green fees and equipment hire are an additional charge.

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 (Leisure centres)

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 Tuesday. 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 declined, a rejection fee of \$5 will be on charged by our direct debit provider. Non-financial members will not be granted access to the centres until all arrears have been paid.

Note - If you have an amount outstanding on your account on the day the direct debit is being processed, we will deduct that amount in addition to your scheduled contract payment.

Membership Financial Commitment/Contract

All direct debit memberships have an initial contract 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 Wednesday prior to the Tuesday 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

- Swim School students will be automatically re-enrolled each term, unless you advise in writing or otherwise prior to the commencement of the 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. 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 11 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 Wednesday prior to the Tuesday 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.

Suspension

Leisure Centre and Golf Direct Debit Memberships

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 either in writing or by completing a membership suspension online. Suspensions can be made for a minimum of two weeks.

3 and 12 Month Leisure Centre and Golf Membership Agreements

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

- 3 Month Term Membership – 14 days per contract.
- 12 Month Term Membership – 62 days per contract.

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

Swim School Membership

Not available for Swim School members.

Direct Debit Cancellations

Notification of cancellation must be made in advance and in writing. Cancellation notification must be received by close of business on the Wednesday prior to the Tuesday 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.

Cancelling your upfront membership

Approved cancellation requests for upfront memberships will be calculated pro-rata for the number of days remaining on your contract period and in consideration of an applicable early exit fee (equivalent to the associated joining fee for the membership type).

Concession Membership conditions

To be eligible for a concession membership you must hold a valid concession card.

All members who are on concession 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 Wednesday prior to the Tuesday fortnightly direct debit to maintain the 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 visit passes.

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 us on 9205 5522.

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.

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

- 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.
- 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.
- If successful, applications will be processed within four to six weeks from the date of application.
- Refunds are not given for moving out of the area, non-attendance or forgetting to suspend or cancel.
- Cash refunds are not given.

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.

Additional Services

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.

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

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

BURNLEY
GOLF COURSE
Madden Gr,
Burnley

FITZROY
SWIMMING POOL
Alexandra Pde,
Fitzroy

COLLINGWOOD
LEISURE CENTRE
Turnbull St,
Clifton Hill

RICHMOND
RECREATION CENTRE
Gleadell St,
Richmond

For further information,
phone 9205 5522 or visit
leisure.yarracity.vic.gov.au



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