

## Leisure Centre Terms and Conditions of Membership

Membership includes access to all the facilities at the Fremantle Leisure Centre (FLC) including the swimming pools, fitness centre, group fitness classes, personalised exercise programs, creche (for eligible children). Members also receive a 20% discount off full priced merchandise in the retail shop. Excluded is personal training and swim programs which are charged separately.

This agreement is subject to a **72 hour cooling off period** (commencing from the time of purchase) during which time you may cancel this contract subject to informing the FLC Administration Officer.

### By purchasing this membership contract, you have agreed:

- That you are physically fit to proceed with a normal course of physical activity and that you will participate in activities at your sole risk and responsibility. You assume the risk of and the responsibility for any injury, illness, death, or property damage resulting from your participation.
- To abide by all the rules and regulations of the FLC for the duration of your membership contract or risk termination of membership.
- To have your photo taken (or updated) and attached to your customer profile for identification purposes only.
- To present your membership ID for access into the facility on every visit. Any act of fraud on your membership or anyone other yourself using your membership ID for access will result in cancellation of membership.
- That during all times while you are on the premises, both your property and person shall be at your own risk and the City of Fremantle and/or its' staff will not be held liable for any personal injury or loss of property.
- The conditions, facilities, and programs provided may be varied or changed at any time and without notice.
- You understand the terms and conditions of suspension and cancellation of your membership contract.
- To advise the centre if your card is lost or stolen. Replacement cards incur an additional fee.

### Direct Debit Contracts

- Members paying by monthly direct debit commit to either a 12-month fixed term membership or open Flexi term with no fixed expiry date.
- First payment is made at the time of purchase and calculated on a pro rata basis to the 15th of the month.
- Direct debits are processed on the 15th day of each month. All rejected payments remain due and payable. Access will be denied on the occasion that failed payments remain outstanding.
- Payments rejected on the basis of insufficient funds will incur a \$10 rejection fee.
- Direct debit members must comply with the Debit Success DDR Service Agreement.
- Flexi-debit contracts are subject to an annual fee increase.

### Membership Suspension

- Allowable suspension time is 14 days for three-month term, 28 days for six-month term, and 56 days for 12 month term contracts. No suspension given for one-month membership contracts. Flexi debit maximum is 180 days at any given time.
- **Minimum suspension time is 7 days for all contracts.** Suspension time is to be used within the membership term and cannot be rolled over into a new membership term.
- Flexi debit memberships have a minimum 7-day suspension period up to a maximum of 180 days per suspension (**effective after the initial 3-month period**). Contracts must be activated for a minimum of 7 days between suspension periods. Suspended contracts that have not been activated after 180 days will be automatically activated and payments re-started.
- Members paying by direct debit will have their account charged pro rata while on suspension.
- Suspension requests must be received in writing either on the suspension request form or by emailing [leisure@fremantle.wa.gov.au](mailto:leisure@fremantle.wa.gov.au)
- Suspension requests must be received at least five days before the suspension date.
- **Suspension time will not be backdated.**
- Suspension for medical reasons will only be considered with proof of a medical certificate. Medical certificates are required to specify at start and end period.

### Membership Cancellation

- Cancellation requests must be received in writing on either the cancellation request form or by emailing [leisure@fremantle.wa.gov.au](mailto:leisure@fremantle.wa.gov.au).
- Cancellation of a membership contract will incur a \$75 cancellation fee.
- Members on 12-month fixed term direct debit contracts are required to pay the cancellation fee at the time of cancellation request. Cancellation requests must be lodged at least five days prior to the 15th day of the month with appropriate payment. Contracts will not be cancelled until cancellation fee is received. Refunds are not applicable on direct debit contracts.
- Flexi debit members are exempt from the cancellation fee and may cancel without penalty after the first 3 months of the contract has been served.
- Any refunds will exclude the joining fee.
- Memberships are non-transferable.