

# Launceston Leisure & Aquatic Centre

## Membership Terms and Conditions

### MEMBERSHIP

Members are subject to the Launceston Leisure & Aquatic Centre Conditions of Entry.

Membership commences on the date stated on the membership form; membership is only valid when payment is received.

Membership is personal to the "member" and memberships cannot be, re-sold, assigned or transferred to another person.

Launceston Leisure & Aquatic reserves the right to cancel this membership agreement and request return of the membership card at their discretion.

Memberships are not transferable.

If a card is lost or stolen, Launceston Leisure & Aquatic must be notified as soon as possible. A replacement card fee, as detailed in the approved Annual Fees and Charges, will be incurred by the holder.

Members found to be using areas they are not entitled to, or areas which are deemed closed to public, will be issued with a written warning. A subsequent warning will result in revocation of the Membership.

### LEGALLY BINDING AGREEMENT

I understand that this agreement is legally binding whether my use of the facility and its services is determined on a term, direct debit, or casual basis. Membership Terms and Conditions are subject to change with 30 days notification.

### CHANGES TO MEMBERSHIP

To ensure accuracy and privacy of records, all changes to memberships, including applications for cancellation and/or refund, must be made and signed in person at the Centre.

### MEMBERSHIP SUSPENSION

Memberships may be suspended, with a minimum of fourteen (14) days notice. Requests for suspension must be in writing. Time allowances per membership term are:

Direct Debit - 28 Days Annually  
12 Month - 28 Days  
3 Month - 7 Days

At the end of your nominated suspension period, your membership will continue as normal, including the debit of your regular Direct Debit fees from your nominated bank account. During your suspension period, suspension days are charged at the rate of 43c per day if your free 28 day suspension period has been exhausted.

Extra suspension may be purchased, at the rate detailed in the current Launceston Leisure & Aquatic Centre Fees and Charges.

In case of medical incapacity, a suspension may be backdated on presentation of supporting medical evidence, at the discretion of the Centre Manager.

### AGE REQUIREMENTS

All persons must be 13 years or older to be a member of the Launceston Leisure & Aquatic Centre. If the patron is under the age of 18, a parent or guardian is required to sign the membership agreement on behalf of the member. Children under the age of 16 must be supervised at all times by a parent/guardian while using LAfit. Some facilities and services are not available to minors.

### HOURS OF OPERATION & SERVICES OFFERED

I understand that memberships can only be used during the public access hours of each individual facility or service provided by Launceston Leisure & Aquatic. The Centre reserves the right to vary, add, or eliminate from time to time any of the particular facilities or services provided by the Centre. Please refer to current operational information and schedules displayed within the Centre.

### CANCELLATIONS/REFUNDS

All Launceston Leisure & Aquatic Memberships are refundable during a "Cooling Off Period" of seven (7) days beginning on the date the membership agreement is signed. The cooling off period does not apply where a membership is renewed. If you cancel your membership during the cooling off period you will be refunded the cost of your membership, less the value of any services received (e.g. casual visits, programs). After the cooling off period, reimbursement of any unused portion of your membership is at the discretion of the Centre Manager and, if granted, will be made less an Administration Fee, as detailed in the current Launceston Leisure & Aquatic Fees and Charges.

A cancellation fee applies to all LAfit Direct Debit Memberships cancelled within the first twelve (12) months. This fee must be paid in full at reception, or if nominated, by Direct Debit prior to the revised membership expiry date.

Direct Debit Membership cancellation requests must be made in writing to the Centre.

Direct Debit Membership cancellations must be made fourteen (14) days prior to the next direct debit date. Refunds will not be provided for any unused portion of Direct Debit Memberships or paid in full memberships.

### UNAVAILABILITY OF FACILITY OR SERVICES

I agree to accept the fact that a particular facility or service within the Centre premises may be unavailable at any particular time due to a prior booking, mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe, or any other reason. Launceston Leisure & Aquatic reserves the right to close any area of the centre without prior notification.

Further I agree to not hold the Centre responsible or liable for such occurrences.

### BEHAVIOUR IN THE CENTRE

Management reserves the right to refuse entry, cancel a membership or request a member or casual patron leave the premises if the member does not behave in a responsible manner, does not respond to the requests of Launceston Leisure & Aquatic employees, or those acting on behalf of Launceston Leisure & Aquatic Centre, is under the influence of drugs and/or alcohol or does not adhere to the Launceston Leisure & Aquatic Centre Terms & Conditions of Entry.

### MEMBERSHIP TYPES

Complete Membership entitles the member to access the Indoor Leisure Pool, Outdoor Leisure Pool, a minimum of three lap lanes, the Programs Pool, Spa, equipment room and any group exercise classes, during the advertised public use hours of each individual facility.

Simple Membership entitles the member to access the equipment room and any group exercise classes during the advertised public use hours of each individual facility. To access the pool areas for any purpose other than an LAfit Class the appropriate upgrade fee must be paid at the time of entry.

Premium Membership entitles the member to access the Indoor Leisure Pool, Outdoor Leisure Pool, a minimum of three lap lanes, the Programs Pool and Spa during the advertised public use hours of each individual facility.

Leisure Membership entitles the member to access the Indoor Leisure Pool, Outdoor Leisure Pool, a minimum of three lap lanes during the advertised public use hours of each individual facility.

## **LOCKERS**

All care is taken, however the Centre does not accept responsibility for items which are lost/stolen from lockers or other areas of the Centre and its surrounds. Launceston Leisure & Aquatic will not lend coins to members for usage of coin operated lockers.

## **OFF PEAK**

Off Peak hours are 8am - 3pm weekdays and 8am - 6pm weekends and public holidays. Outside of these hours Off Peak Members will be required to pay the full fee for services, programs or classes. Launceston Leisure & Aquatic reserves the right to change these hours with 30 days notification.

Members found to be using areas they are not entitled to, or areas which are closed to the public, may be issued with a written warning. A subsequent warning will result in the cancellation of the membership and a forfeit of any fees.

## **DISCOUNTS**

An Australian Government Issued Concession Card must be sighted at the time of signup to receive a Concession or Seniors Discount. Appropriate identification may be requested to receive any other form of discount. Promotional prices cannot be used in conjunction with any other discount.

## **PAYMENTS**

Direct Debit payments occur on every second Thursday. If this day is a public holiday the direct debit payment will occur on the next working day. Any health assessment, start up or pro-rata amount required must be paid at the time of sign up.

## **TRAINING**

Personal trainers or coaches of any type, other than those employed or engaged by Launceston Leisure & Aquatic Centre are not entitled to conduct training sessions with any user at LAfit without prior written consent from the manager.

## **PRE-EXERCISE QUESTIONNAIRE FOR LAFIT**

I understand that I am required to complete a pre-exercise questionnaire upon joining LA Fit, and at the time of any subsequent renewals. I understand that this information will only be used by trained professionals to assess my ability to use this facility and to assist in the designing of a health and fitness program that meets my specific needs. All information is protected by the City of Launceston Personal Information Protection Policy, as required under the Personal Information Protections Act 2004. If I am directed to gain medical clearance, I understand that I am unable to commence exercising within the Centre until the clearance has been obtained. If my medical status changes within my membership term, I will inform Launceston Leisure & Aquatic of these changes.

## **RISKS AND LIABILITY**

Launceston Leisure & Aquatic is obliged to provide you with services that comply with the provisions of Australian Consumer Law, but where you access Launceston Leisure & Aquatic Facilities and participate in Launceston Leisure & Aquatic Activities or Independent Activities, you agree to waive your rights under the Australian Consumer Law to the fullest extent permitted by section 20 of the Civil Liability Act 2002 (Tas) (which applies where the harm you suffer is the result of the materialisation of an obvious risk). Additionally, you agree that Launceston Leisure & Aquatic Centre's liability for your death or personal injury will be limited to where it has been caused by Launceston Leisure & Aquatic Centre's reckless disregard for your health or safety.

You agree that Launceston Leisure & Aquatic Centre will not be liable for your death or personal injury caused by non-Launceston Leisure & Aquatic Centre employees, including Independent Providers, except to the extent that it was contributed to by Launceston Leisure & Aquatic's reckless disregard for your safety

## **PERSONAL INFORMATION PROTECTION**

1. Personal information is managed in accordance with the Personal Information Protection Act 2004 and may be accessed by the individual to whom it relates, on request to City of Launceston.
2. Information can be used for other purposes permitted by the Local Government Act 1993 and regulations made by or under that Act, and, if necessary, may be disclosed to other public sector bodies, agents or contractors of City of Launceston, in accordance with Council's Personal Information Protection Policy (17-Plx-005).
3. Failure to provide this information may result in your application not being able to be accepted or processed.

