# Launceston Leisure & Aquatic Centre

# **Membership Form**

PERSONAL DETAILS							
Surname	First name				Title		
Date of Birth / /				M / F / Other			
Mobile			Phone (h)	Phone (h)			
Email							
Postal Address							
State				Post Code			
EMERGENCY CONTACT INFORMATION							
Name			Relationship				
Phone			Mobile				
HEALTH DETAILS (LAfit Only)							
1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?  Yes No						No 🗌	
2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?				No $\square$			
3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to Yes No lose balance?					No $\square$		
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 Yes No months?						No 🗆	
5. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 Yes No months?						No 🗆	
6. Do you have any other medical condition(s) that may make it dangerous for you to participate in Yes No physical activity/exercise?						No 🗆	
IF YOU ANSWERED 'YES' to any of the 6 questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise							
This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise and Sports Science Australia, Fitness Australia, Sports Medicine Australia, or City of Launceston for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.							
LAUNCESTON LEISURE & AQUATIC STAFF ONLY							
Concession Card Expiry	DATE	/ /		STAFF SIGNATURE			
Promotion (if applicable)							
Starter Session Booked (LAfit)	DATE	/ /		TIME			



Membership Options					
Complete Includes: Gym Access, Program Pool, AquaFit			LAfit Includes: Gym Access, Ac	լսaFit, Group Fitn	ess
Direct Debit	\$23.10 / week		Direct Debit	\$20.10 / week	
Direct Debit Concession*	\$18.50 / week		Direct Debit Concession*	\$16.10 / week	
Direct Debit Off-Peak**	\$17.90 / week		Direct Debit Off-Peak**	\$14.75 / week	
Direct Debit Off-Peak Concession*	\$13.90 / week		Direct Debit Off-Peak Concession*	\$11.80 / week	
Aquatic Includes: Pool Access			Aquatic Plus Includes: Pool Access Programs Pool	s, AquaFit, Spa,	
3 Months	\$170.00		3 Months	\$217.00	
3 Months Concession*	\$130.00		3 Months Concession*	\$165.00	
12 Months	\$595.00		12 Months	\$697.00	
12 Months Concession*	\$450.00		12 Months Concession*	\$536.00	
Direct Debit	\$12.00 / week		Direct Debit	\$14.00 / week	
Direct Debit Concession*	\$9.00 / week		Direct Debit Concession*	\$10.80 / week	
(Membership Name)  Basic Membership Terms	(Price)				
_	incur a \$60 cancellatio overnment issued healt k access times are 8:00 Further suspension can a starter session with o	h care, so lam - 3:0 be purch ne of our	enior, student or pension card is produced at time of Opm weekdays (last entry 2:45pm) and all hours on whased for \$3.50 per week (or part thereof).		idays.
Where did you hear about us?					
T.V Radio Facebook	Word of Mo	uth 🔲	Other		
If you were referred by a member, let memberships only.	us know and the	y will re	eceive 14 days free membership. This app	olies to direct debi	t
Referred by (member name):					
Member ID (LAC Staff only):					

### **DECLARATION OF UNDERSTANDING**

Where applicable, I have answered the Health Screen honestly and to the best of my knowledge. I understand that when exercising, I do so at my own risk. I know that if at any time I feel unsafe or unsure of safe gym or aquatic practices, I should seek a Launceston Leisure & Aquatic staff member for help. I also acknowledge that have been provided with a copy of the Launceston Leisure & Aquatic Membership Terms and Conditions and understand that I will receive regular correspondence from the Launceston Leisure & Aquatic for the purpose of assessing, maintaining, or improving Centre services, and to inform me of upcoming events or changes which may affect my membership. I have been informed, and understand, that I should make myself aware of all applicable Terms and Conditions before signing for membership, as I will be bound by them when I become a member. I specifically acknowledge that my attention has been drawn to the Terms and Conditions relating to responsibility for personal injury that I might suffer when participating in activities at the Launceston Leisure & Aquatic Centre.

SIGNATURE	DATE	/	1

# 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

You 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 Further, you agree to not hold the Centre responsible or liable for such 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 50c 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 Leisure Membership entitles the member to access the Indoor Leisure Pool, to minors.

## **HOURS OF OPERATION & SERVICES OFFERED**

You 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 provide by the Centre. Please refer to current operational information and schedules displayed within the

### **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

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 FACILTY OR SERVICES**

You 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.

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.

Outdoor Leisure Pool, a minimum of three lap lanes during the advertised public use hours of each individual facility.

page 1 of 2



### **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-oo5).
- 3. Failure to provide this information may result in your application not being able to be accepted or processed.



# Launceston Leisure & Aquatic

# **Membership Payment Request**

Payment Option 1 - Credit Card Autho	rity
Please charge my payments to my:	Visa Mastercard
Card number:	
Expiry date: / Name on	card:
Payment Option 2 -Bank Account Autl	horisation
Name of Financial Institute:	
Account Name:	
BSB Number:	Account Number:
Financial Institution identified here through the	5 551 581, APCA User ID Number 184534 to debit my/our account at the Bulk Electronic Clearing System (BECS). This authorization is to remain in conditions and I/We have read and agree to be bound by these said terms
Payment Terms and Conditions	
Launceston Leisure & Aquatic Centre. You agree	ayable by the Customer under the Agreement between the Customer and the e that this authorisation will remain in force in accordance with the provisions Conditions and any separate contract/terms and conditions issued by the you have read and understood the same.
I (name)	request that you charge my/our
account in accordance with our Agreement a	and subject to one or more of the following conditions:
A standard fee of \$ w method commencing on date: /	rill be charged fortnightly to your chosen payment
I accept the payment of a pro-rata fee may b	e required upon the commencement of my membership
A Cancellation fee of \$60 applies when cance	elling my Direct Debit within 12 months of its commencement
	nd remains valid until written notice is given. This Authorisation is to remain in ons on this Direct Debit Request, the provided DDR Service Agreement, and I/
Signature:	Date: / / /
LAC Staff Only Member number New mer	mber  Change of Bank Details  Transferring member



### GENERAL PAYMENT TERMS AND CONDITIONS

### **BANK PAYMENT TERMS**

- 1) By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your Account in accordance with the
- 2) We will advise you 14 days in advance of any changes to the Direct Debit Request.
- 3) For all matters relating to the Direct Debit Reguest, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:

Call Launceston Aquatic on (03) 6323 3636; or Visit Launceston Aquatic at 18A High Street Launceston; or Send written correspondence to Launceston Aquatic PO Box 396, Launceston TAS 7250; or Email info@launcestonaquatic.com.au

## And

(a) Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If our investigations show that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

- 4) You should be aware that:
- (a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
- (b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.
- If you are in any doubt, please check with your Financial Institution before completing the drawing authority.
- 5) It is your responsibility to ensure that:
- (a) sufficient cleared funds are in the Account when the payments are to be drawn;
- (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
- (b) suitable arrangements are made if the direct debit is cancelled:
- by yourself;
- by your Financial Institution; or
- For any other reason.
- 6) For returned unpaid transactions, the following procedures or policies will apply:
- (a) we treat the payment as if it was never made;
- (b) services may be suspended until the outstanding charges are paid; and/or
- (c) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.
- 7) All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/ investigate an alleged incorrect or wrongful debit or otherwise as required by law.

### **CREDIT PAYMENT TERMS**

- 1) By signing the authority, you authorise us to charge your credit card in accordance with the Agreement.
- 2) We will advise you 14 days in advance of any changes to the authority.
- 3) For all matters relating to the authority, including cancellation, alteration or suspension of charges, or to investigate or dispute a previous charge, you should: Call Launceston Leisure & Aquatic on (03) 6323 3636; or Visit Launceston Leisure & Aquatic at 18A High Street Launceston; or Send written correspondence to Launceston Aquatic PO Box 396, Launceston TAS 7250; or

Email info@launcestonaquatic.com.au

### And

(a) Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly charged, we will arrange for the charge to be refunded accordingly. We will also notify you in writing of the amount that has been adjusted. If our investigations show that your Card has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to the card provider, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

- 4) It is your responsibility to ensure that:
- (a) sufficient cleared funds are available when the payments are to be charged;
- (b) the authorisation to charge the Card is in the same name as the Card Holder:
- (b) suitable arrangements are made if the Card is cancelled :
- by yourself;
- by the card provider; or
- For any other reason.
- 5) If the due date for payment falls on a day other than a Banking Business Day, the payment will be charged on the next Banking Business Day.
- 6) For rejected charges the, the following procedures or policies will apply:
- (a) we treat the payment as if it was never made;
- (b) services may be suspended until the outstanding charges are paid;
- (c) A fee may be applied for charges that are declined. We reserve the right to cancel the authority at any time if charges are rejected.
- 7) All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/ investigate an alleged incorrect or wrongful debit or otherwise as required by law.

# **Definitions**

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

Account means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited:

Agreement means the Terms and Conditions (including BPAY),

including the Schedules to those Terms and Conditions, as amended from time to time;

Authority means the Credit Card charge authority between us, DebitSuccess and you as amended from time to time;

**Card** is the credit card to which this authority applies;

Card Provider is the credit card provider that supplied your credit card;

Direct Debit Request means the Direct Debit Request between us, DebitSuccess and you as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited; We means City of Launceston trading as Launceston Leisure &

Aquatic Centre, and;

You mean the Customer/s who signed the authority.

### **DEBIT SUCCESS TERMS AND CONDITIONS**

### DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

### **INITIAL TERMS**

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business).

I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

### **RELATIONSHIP**

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

### **CLEARED FUNDS**

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

### **VARIATIONS TO DEBIT TERMS**

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/ us of such variations to the debit amount.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

### **CANCELLING THESE DEBIT TERMS**

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

# **DISHONOURED PAYMENTS**

I/We acknowledge that:

- -if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and
- -Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

### **ACCURACY OF INFORMATION**

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/ we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

### **DISPUTES**

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

### OTHER AUTHORISATIONS

I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution: and

The Financial Institution to release information allowing the Debit User to verify my/our account details.

# INFORMATION SECURITY

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

Debitsuccess will only disclose information that we have about you:

to the extent specifically required by law; or

for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact DebitSuccess Pty Ltd. | PO Box 577, Mt Waverley, Vic, 3149 | Phone: 1800 148 848 | E-mail: customerservice@debitsuccess.com.