

Terms & Conditions of Membership

2017-2018.

- 1. INTRODUCTION** This document outlines the rights and responsibilities that you have with regard to the authority of Ballarat Aquatic & Lifestyle Centre to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of the Contract and DDR Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract or this DDR form you should in the first instance contact Ballarat Aquatic & Lifestyle Centre on phone 5334 2499.
- 2. PARTIES TO CONTRACT** The "Centre" means the Ballarat Aquatic & Lifestyle Centre, Gillies Street North, Ballarat, Victoria 3350, phone 5334 2499. Email balc@ballarat.vic.gov.au the organisation providing the service, for which the Customer is paying. The "Customer" means you: the person or party signing this Contract. "The City of Ballarat" is the managing organisation. All communication relating to this contract is to be sent directly to Ballarat Aquatic & Lifestyle Centre.
2a. Memberships are not transferrable. Use of the BALC facilities is restricted to parties listed in the membership agreement.
- 3. PAYMENTS** The City of Ballarat will debit your nominated account for the amount and frequency of payments in advance as agreed on the Ballarat Aquatic & Lifestyle Centre DDR Contract signed and accepted by you, or any later amendment to the amount and frequency of payment that is accepted by you. If the nominated day of your debit falls on a public holiday or weekend, The City of Ballarat will debit your account on the next business day. It is your responsibility to have clear funds in your account on the due date of the direct debit. By signing this Contract, you are agreeing to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 9 below. It is your responsibility to advise us if the account nominated by you for Ballarat Aquatic & Lifestyle Centre Direct Debit drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Ballarat Aquatic & Lifestyle Centre Direct Debit drawing.
- 4. FAMILY MEMBERSHIPS** Eligibility for family membership is defined as 2 Adults and up to 4 Children aged up to 17 years. *Conditions of use apply to children aged 13 to 15 years. Excludes children's programs* (swim lessons and gymnastics). Cancellation and suspension will apply to ALL members listed in the membership agreement. Full details of family memberships can be obtained from the Centre.
- 5. CONCESSION MEMBERSHIPS** Concession discount is available for memberships, excluding Family memberships and children's programs, upon presentation of an appropriate concession card or full-time student card. Full details of accepted concession cards can be obtained from the Centre. Holders of concession memberships are required to present current evidence of concession status within 4 weeks if requested. Failure to provide updated concession information or to meet the minimum family membership requirements will result in the membership automatically reverting to the appropriate non-discounted price.
- 6. SUSPENSION FOR MEMBERSHIPS** Memberships, with the exception of Healthy Kids and Specialised Programs may be suspended for a minimum of one week at a time – providing that all fees due are up to date. A request must be lodged by completing a Membership/Program Amendment form in writing at the Centre or by emailing balc@ballarat.vic.gov.au. All requests must be lodged a minimum of three days prior to the start date of suspension and the first proposed non/reduced payment date. **At the conclusion of a suspension period you will not be notified and your membership will automatically recommence.** No refund will be provided if you choose to cancel your direct debit membership while your membership is suspended.
- 7. SUSPENSION FOR HEALTHY KIDS MEMBERSHIPS AND SPECIALISED PROGRAMS** Healthy Kids memberships and Specialised Programs may only be suspended in January for a set suspension period each year at no charge. Suspensions outside of these dates are available for medical reasons only, by completing a Membership/Program Amendment form at the Centre. A valid medical certificate that covers all the requested dates of suspension must be presented at the time of lodgement. A holding fee of \$0.33 per day will be charged per day while the membership is suspended and the program place is kept vacant for the member. **Direct debit for Healthy Kids and Programs memberships are ongoing.** If you do not wish to continue, Healthy Kids memberships and Specialised Programs can be cancelled at any time, allowing two weeks' notice by completing a cancellation form available from customer service or by sending an email to balc@ballarat.vic.gov.au.
- 8. REFUNDS** Refunds are subject to terms and conditions. Please refer to our refund policy on the Application for Refund form, or refer to the Important Information section on our website.
- 9. CANCELLATION** The customer may cancel this Contract by completing a Cancellation Request form at the Centre or emailing balc@ballarat.vic.gov.au, provided that all outstanding fees due at time of cancellation are paid in full. A minimum notice period of 14 days must be given prior to the next payment day if that payment is to be stopped; otherwise the next membership payment will be deducted in full. The Customer will be entitled to their normal access to the Centre until the end of the payment period that follows the final payment as specified on the Cancellation Request form. We reserve the right to cancel this arrangement if two or more drawings are returned unpaid by your nominated Financial Institution.

10. **DISHONORED PAYMENTS** Should your payment be dishonoured, The City of Ballarat will attempt to contact you by SMS, email, telephone or by mail sent to your last known address. Any outstanding amounts, are to be paid in person at reception. **Access to the centre's facilities will be denied until outstanding amounts are paid in full.** In the event of payments being dishonoured on two occasions with an outstanding amount remaining unpaid, your membership will be cancelled. **Full payment of outstanding fees is required before re-joining on a direct debit membership.**
11. **ADDITIONAL RESPONSIBILITIES** You are responsible for ensuring that your nominated bank account or credit card can accept direct debits. If it is not, it is your responsibility to provide Ballarat Aquatic & Lifestyle Centre with a new bank account or credit card number. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. You are responsible for notifying Ballarat Aquatic & Lifestyle Centre of any changes to your debit details or contact details by completing a membership/Program amendment form advising your requirements no less than 5 business days prior to the due date or contacting Ballarat Aquatic & Lifestyle Centre at email balc@ballarat.vic.gov.au. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.
12. **INCREASE IN FEES AND CHANGE OF TERMS** Ballarat Aquatic & Lifestyle Centre may at any time by providing electronic or written correspondence and giving 30 days' notice increase the instalment amount. If other terms are to change, we will by providing electronic or written correspondence and giving you at least 14 days' notice of these changes including, but not limited to, new frequency and debit date schedule. If you have any questions on any proposed changes, please contact Ballarat Aquatic & Lifestyle Centre.
13. **DISPUTES** All disputes regarding a direct debit payment should be referred to Ballarat Aquatic & Lifestyle Centre in person, by telephone 5334 2499, email balc@ballarat.vic.gov.au or mailed to Ballarat Aquatic & Lifestyle Centre, PO Box 4042, Alfredton, Victoria 3350 or via your nominated Financial Institution.
14. **ENTITLEMENT** Provision of services provided by the Centre may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. By signing this agreement, you are agreeing to be bound by the rules and conditions of the Centre. The Management at Ballarat Aquatic & Lifestyle Centre reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the Centre at any time.
15. **PROVISION OF SERVICE** Change of location or ownership or the name of the Centre does not absolve you of your responsibilities under the terms and conditions of this Contract.
16. **CREDIT/DEBT REPORTING AGENCIES** The City of Ballarat will be authorised to notify any debt collection/credit-reporting agency upon default by you in regard to any obligation under this Contract. Should this occur then at Ballarat Aquatic & Lifestyle Centre's sole discretion, it may terminate your contract at which time the full outstanding balance for the remainder of the minimum term or payments including any current arrears shall be due immediately in full. In addition, The City of Ballarat may charge a fee for dealing with the defaulting member. The City of Ballarat is further authorised to add any further amount to the outstanding debt that might be reasonably incurred by them in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred.
17. **ENTIRE AGREEMENT** This Contract and DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between you, the Customer, Ballarat Aquatic & Lifestyle Centre relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.
18. **PRIVACY** The Ballarat Aquatic & Lifestyle Centre acknowledges and respects the privacy of individuals. Your personal information is being collected by the Ballarat Aquatic and Lifestyle Centre, as part of Council for the purpose of processing your membership or enrolment and financial institution payments if applicable. By joining or enrolling in a program you will receive communications from the Ballarat Aquatic & Lifestyle Centre from time to time to update you on items relating to your membership. The Ballarat Aquatic & Lifestyle Centre uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone. If you do not wish to have your information contained in this document used or disclosed for this purpose the Ballarat Aquatic & Lifestyle Centre will be unable to process your membership or enrolment. Your information will be stored in Council's Customer Database and used to identify you when communicating with Council and for the delivery of services and information. For further information on how your personal information is handled, refer to Council's Privacy Policy at www.ballarat.vic.gov.au
19. **LIABILITY** To the extent permitted by law, the Ballarat Aquatic & Lifestyle Centre and the City of Ballarat shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. The Ballarat Aquatic & Lifestyle Centre and the City of Ballarat are not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the Centre at your own risk.