



# MEMBERSHIP TERMS AND CONDITIONS

The Goldfields Oasis ("Centre") is managed by the City of Kalgoorlie-Boulder ("City"). These are the terms and conditions of your agreement with the City.

## 1. MEMBERSHIP \_\_\_\_\_

Initial: \_\_\_\_\_

- Members must adhere to these Terms and Conditions at all times.
- The City reserves the right to terminate or suspend the membership of any person not complying with any of these Terms and Conditions.

### DIRECT DEBIT

- Your membership involves a one-off start up fee, and an ongoing membership fee which is payable on a monthly basis, with each payment being due on or near the 1st of the month (in advance).
- All direct debit members will be subject to incremental price rises on the adoption of the new City of Kalgoorlie-Boulder budget every year. Members will be advised in writing of price rises 30 days beforehand.

### TERM MEMBERSHIPS

- Term memberships are available for a period of 3 months only.
- Payment for the entire term is to be made in advance.
- Term memberships must be renewed (or monthly membership commenced) within 7 days of expiring to have the joining fee waived.

## 2. CODE OF CONDUCT AND CONDITIONS OF USE \_\_\_\_\_

- Members must adhere to the Centre's Code of Conduct and Conditions of Use as varied by the City from time to time. The terms set out therein may change without warning at the sole discretion of the City and members will be obliged to comply with such terms as may be imposed from time to time, irrespective of whether those terms formed part of the Code of Conduct and Conditions of Use at the time of signing this contract.

## 3. PAYMENT \_\_\_\_\_

- All debts will occur on the first of the month unless the first of the month is not a business day, in which case the payment will be made on the next business day.
- The City reserves the right to impose transaction fees on members paying via direct debit – this includes transaction fees on any joining fee and on any monthly direct debit. These fees (if applied) are additional to the membership fee.
- Payments shall continue as agreed regardless of frequency of attendance at the Centre.

## 4. SUSPENSION & OTHER CHANGES TO MEMBERSHIP \_\_\_\_\_

- Monthly paying members are entitled to suspend their membership (including crèche membership) for a minimum period of 2 weeks and up to 8 weeks per calendar year free of charge.
- Term members are not entitled to suspend their membership.
- Suspension of membership can be extended beyond the maximum period but will incur a one off fee of \$10.00. This fee will be \$15 where crèche membership is also held.
- Direct Debit charges will be reduced to reflect the amount of suspension time requested and approved.
- **Membership will restart automatically** after the requested suspension period has finished.
- Applications for suspension must be made in writing prior to your absence from the Centre. Retrospective suspension is not permitted.
- Upgrades by monthly paying members during the month will incur the pro rata monthly difference. Refunds will not be issued for downgrades.
- Upgrades for term members will be charged on a pro-rata basis.
- Refunds will not be issued for downgrades. Term members will be entitled to an extension to their membership as determined by the City.
- All requests for changes to this membership must be made on a Customer Request Form on or prior to the 28th day of the current month for change to take effect in the following month. This form is available from reception.
- Members must notify the City in writing of any change of address, name, phone and e-mail details.

## 5. PAYMENTS OF DEBITS AND FURTHER COSTS \_\_\_\_\_

- When direct debits are rejected by the bank, an alternative payment must be made to avoid cancellation of membership by the City.
- Cancellation on the basis of outstanding payments not being met may result in the joining fee being payable again.

## 6. CANCELLATION OF MEMBERSHIPS \_\_\_\_\_

- Monthly membership (including crèche) may be cancelled by giving **notice on a Customer Request Form on or prior to the 28th of any month** for membership to be cancelled as at the last day of the month.
- If notification is received after this date, your membership will not be cancelled until the last day of the following month.
- You will not be reimbursed for the joining or debited monthly membership fee upon cancellation of a monthly membership.
- In the event of cancellation of a term membership, no refunds will be given unless supported by an application in writing supported by either a doctor's certificate or a statutory declaration as to extenuating circumstances. Refunds, if granted, will be calculated on a pro-rata basis

from the date that the application is received, and are solely in the discretion of the City.

- Membership cannot be transferred to any other person at any time.
- Cancellation of membership will require another start up fee if another membership is purchased after the cancellation date.
- Cancellation during the cooling off period will incur a \$25.00 administration fee and the Centre reserves the right to impose a fee for any services provided to you during the cooling off period which have not been paid for. All other membership fees will be refunded. Cheque refunds will be posted and are to be received within 14 days.

## 7. TEN PASS MULTI-VISIT \_\_\_\_\_

- Ten Pass Multi-Visits must be fully paid upfront.
- No Suspensions of Ten Pass Multi-Visits are possible.
- Ten Pass Multi-Visits are valid for 12 months from the date of purchase. Any visits not used after 12 months are non-refundable.
- Ten Pass Multi-Visits are transferable.
- Ten Pass Multi-Visits are not refundable including in the event of lost or stolen cards.

## 8. CHANGES TO TERMS AND CONDITIONS \_\_\_\_\_

- The City reserves the right to increase prices or alter the terms and conditions in the future.
- 30 days notice in writing will be provided prior to any price increase.
- You will be informed in writing of any change to the Terms and Conditions of membership outlined in this agreement. The new conditions will become effective automatically after the date outlined in any correspondence.

## 9. APPRAISALS/PROGRAMS AND PERSONAL TRAINING \_\_\_\_\_

- **New members are required to undertake a fitness appraisal** / program with an authorised Centre staff member before using the gymnasium, and must disclose any medical conditions which could be affected by exercising at the Centre during this appraisal. They must supply a medical clearance if requested by the City as a condition of continuation of membership. Failure to do so upon request may result in termination or suspension of membership at the absolute discretion of the City.
- Members are entitled to complimentary appraisals and programs as requested.
- Personal training services are available on request, at the then current fee and on the terms and conditions associated with the agreement for personal training entered into at that time.

## 10. ACCESS TO CENTRE \_\_\_\_\_

- You are to present your membership card at reception each and every time you enter the Centre.
- A replacement fee of \$3.30 will be charged for lost or stolen cards. You may be refused entry to the Centre until such time as your membership card is replaced.
- Membership cards remain the property of the City and may be withheld from un-financial patrons.
- The City reserves the right to restrict members' access (at any time without prior notice to the members) to any part of the Goldfields Oasis. Areas may be closed or have restricted access during peak times to the general public for other programmed activities.

## 11. CONCESSIONS \_\_\_\_\_

- Visit pass holders are entitled to a discount, in accordance with the current Fee Schedule, to membership fees upon presentation of a current concession card such as a Health Care Card, Pension Card, Seniors Card and Fulltime Student held by them. Concession cards other than those listed will be accepted at the sole discretion of the City. Discounts offered will be at the sole discretion of the City.

## 12. CRÈCHE \_\_\_\_\_

- A crèche enrolment form must be completed on your child's first visit.
- Crèche use is restricted to one two hour visit each time the crèche opens. For example, if the crèche is open in the morning and again in the evening you can use it once in the morning and once in the evening. If it only opens once during the day, you may only use it once that day.
- The Holiday Program is not a part of the crèche membership and is charged at a separate cost.
- Parents/guardians must remain on the premises while children are in the crèche.

## 13. MISCELLANEOUS \_\_\_\_\_

- The City reserves the right to alter the formal or type of fitness programs and classes offered by it from time to time.
- Timetabled programs and classes may be cancelled at the absolute discretion of the City during Christmas, Easter and public holidays.
- Changes in hours of operation of the Centre will be notified, but are at the discretion of the City.

**GOLDFIELDS OASIS  
CODE OF CONDUCT AND CONDITIONS OF USE**

As at: 1/07/2008

**1. GENERAL**

- Patrons are to obey all signage at the Centre and all instructions of lifeguards or other Centre staff.
- The Centre is a non smoking zone and unauthorised consumption of alcohol within the building is prohibited.
- A reasonable standard of behaviour is required from members at all times. Management reserves the right to refuse entry to patrons whose behaviour falls below this standard.
- Discriminatory behaviour towards other patrons or staff will not be tolerated. Management reserves the right to refuse entry to patrons who exhibit such behaviour.
- All children 12 years and under at the Centre must be supervised by an adult 18 years and over at all times.
- Valuables cannot be held at reception and no responsibility is taken for valuables stored in lockers.
- A replacement fee of \$5.50 will be charged for lost or stolen locker keys.

**2. CRECHE**

- Parents/Guardians must remain on the premises while their children are in the crèche.

**3. POOL AND POOL AREA**

- Any members entitled to the spa and sauna with their membership must wear a spa band issued by reception.
- Children aged 16 years and under are not permitted access to the Spa or Sauna area.
- All members must shower before using the pool, spa or sauna areas.

**4. HEALTH CLUB**

- Sweat towels are compulsory in the gymnasium.
- Lockers are provided for all members. Members using the Health Club must put their bag in a locker; bags cannot be left in the gymnasium.

Children under the age of 12 years are not permitted in the gymnasium.

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I acknowledge that whilst I am on the premises (inclusive of its grounds and carparks) of the Goldfields Oasis both my property and my person shall be there at my own risk.

- Within the extent of the law, I will not hold the City of Kalgoorlie-Boulder (or its employees or agents) liable for any loss (including loss of property), damage or injury (including death) suffered or occasioned by me as a consequence of my entry upon the premises and/or my use of any of the facilities, equipment or programs within the premises, whether or not such loss, damage or injury was caused or contributed to by the negligence of the City of Kalgoorlie-Boulder or its agents or servants.
- I agree to keep my personal details up to date at all times and to advise Centre staff of any change in my circumstances or health that may affect my continued use of the Centre.
- I acknowledge that I cannot allow another person to use my membership. In the event that any other person whilst under my general control and supervision suffers any personal injury or loss of property however caused, as aforesaid, I agree and effectually indemnify the City of Kalgoorlie-Boulder for any claims and any liability (including claims for damages) whatsoever and however arising against the City of Kalgoorlie-Boulder, by or through or on behalf of the said person within the extent of the law.
- I agree to accept and abide by the terms and conditions associated with this membership at all times. I understand that this is a binding legal agreement.
- I declare that all information provided by me on this form is true and correct.
- I have received a copy of the current Code of Conduct and Conditions of Use.
- I have received a copy of the terms and conditions of memberships.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Members Copy

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## GOLDFIELDS OASIS CODE OF CONDUCT AND CONDITIONS OF USE

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- Crèche use is restricted to one two hour visit each time the crèche opens. For example, if the crèche is open in the morning and again in the evening you can use it once in the morning and once in the evening. If it only opens once during the day, you may only use it once that day.
- Three children maximum can be included in a crèche family membership.
- Parents/guardians must remain on the premises while children are in the crèche.

## 13. MISCELLANEOUS

- The City reserves the right to alter the formal or type of fitness programs and classes offered by it from time to time.
- Timetabled programs and classes may be cancelled at the absolute discretion of the City during Christmas, Easter and public holidays.
- Changes in hours of operation of the Centre will be notified, but are at the discretion of the City.