

SSAC Membership Terms and Conditions

20221006

PAYMENTS

The Northern Grampians Shire Council will debit your nominated account for the amount and frequency of payments in advance as agreed on the Stawell Sports and Aquatic Centre (SSAC) membership contract accepted by you via email at the time of activating your membership, or any later amendment to the amount and frequency of payment that is accepted by you.

Direct debit dates are pre-set for all programs. If the nominated day of your debit falls on a public holiday Northern Grampians Shire Council will debit your account on the next business day. It is your responsibility to ensure funds are available in your account on the date of the direct debit. Bank account debits may take up to five days to be cleared from your account. Credit card debits are live transactions (i.e. they will be honoured or declined the moment that our request is received by your bank), so please ensure funds are available the night prior to the 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 the **cancellation** clause. It is your responsibility to advise us if the account nominated by you for SSAC Direct Debit drawings is transferred or closed.

TERM PAYMENTS

We offer a range of pay upfront or fixed term memberships. Should you require this option you will be required to pay in full on the day of purchase. If you are having your membership funded via another party such as TAC or WorkCover, you must provide an approval or authority to invoice letter from your fund provider before the membership can commence.

QUERYING A PAYMENT

If you query a payment, we will respond within two business days. If you are not satisfied with our response, please write to the Centre Coordinator.

CONCESSION MEMBERSHIPS

Concession discount is available for all Gold, Silver and Bronze Memberships, upon presentation of a valid concession card or a 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 four weeks if requested. Failure to provide updated concession information will result in the membership automatically reverting to the appropriate non discounted price.

MEMBERSHIP OPTIONS

All members holding an existing SSAC membership at 30 June 2022 will have the option to remain on this membership until the membership is cancelled according to the cancellation cause.

Once a membership has been cancelled, options for membership will fall under the new 2022 model. These are:

Platinum Membership available for over 75's ONLY and includes free access to all areas of the facility

- **Gold Membership** includes gym, group fitness, aquatic plus casual squash, court sports and table tennis.



Northern Grampians Shire Council
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CONTACT US

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- **Silver Membership** choose two (gym, group fitness, aquatic/stadium)
- **Bronze Membership** choose one (gym, group fitness, aquatic/stadium)

And for members over 75 years who meet our membership conditions:

- **Platinum Membership** includes gym, group fitness, aquatic plus casual squash, court sports and table tennis.

MEMBERSHIP ELIGIBILITY

You must be at least 12 years old to become a gym or group fitness member.

Ages 12–15 If you are under 16 years old, a parent or guardian must sign your membership agreement and health screen questionnaire. You can then use the cardiovascular equipment or take part in group fitness classes that do not use weights and participate in aquatic classes. ALL members aged 12-15 must have a planning session with SSAC staff and their parent or guardian prior to using health and fitness facilities.

Ages 16–17 If you are aged between 16 to 17 years of age, a parent or guardian must co-sign your agreement and health screen questionnaire. You may then do unsupervised resistance training once a qualified staff member has assessed your health screen questionnaire and written and supervised an initial resistance training program for you.

Pilates room is available to anyone who holds a valid gym membership, age restrictions apply same as for the rest of the gym in the points above. By agreeing to the terms and conditions you acknowledge that you use the Pilates equipment inclusive of the Reformers and Cadillac at your own risk. It is strongly recommended you seek professional advice from a Pilates trained clinician prior to use.

Bronze Aquatic Memberships are available to anyone who is aged six months of age or older.

When you sign your agreement, you will be required to complete a health screen questionnaire. From this point, each time you use the centre, you are agreeing that you know of no reason medical or otherwise, why you cannot or should not do active or passive exercise. If there is a change to your health condition whilst a member, we request that you notify SSAC immediately and update your health screen questionnaire.

Seeking medical advice If you answered “Yes” to any of the questions in the health screen questionnaire, you will be required to seek guidance from your doctor or appropriate Allied Health professional prior to undertaking physical activity or exercise.

We may choose to refuse your membership agreement unless:

- your GP or appropriate Allied Health professional agrees in writing that you are fit to exercise
- proof that you have received medical advice on an appropriate exercise program

Please help protect our members from contagious diseases or illness by not attending if you have:

- an infection, contagious illness or physical ailment, such as an open cut or sore
- diarrhoea or “gastro”-like symptoms
- a rash that might be contagious

or

- any other ailment that might represent a risk however small, to another member or guest at the centre.

MEMBERSHIP SUSPENSION

Membership may be suspended for a minimum of two weeks and up to a maximum of 26 weeks each calendar year. All Gold, Silver and Bronze Memberships have four weeks’ free suspension. After the four weeks, the suspension fee for all memberships is \$5 per week, which is paid by direct debit. A request must be lodged in writing and acknowledged at the centre 48 hours prior to the next scheduled debit date in order to take effect. Note that suspensions may at times end in the middle of a fortnightly debit period and debiting will therefore recommence prior to the suspension end date as there will be active days in that period where payment is required.

Medical suspensions will be accepted upon sighting of a medical certificate covering all requested dates, backdated for a maximum period of one month if requested within the certificate, free of any charges. Before suspending your membership, you must make sure your fees are up to date with no monies owed. If fees are not up to date, direct



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debits will continue until the outstanding fees have been collected. Suspensions will not be backdated unless it is a medical suspension. Term memberships can be suspended however the suspension time will extend for the minimum term accordingly.

CANCELLATION

A member may cancel their membership, by completing a Cancellation Request at the centre or emailing leisure.services@ngshire.vic.gov.au, provided that all outstanding fees due at the time of cancellation are paid in full. Please provide a minimum of 14 days' notice unless otherwise specified by SSAC. Payments due at the point of cancellation must still be paid in full until you have received confirmation from us that your cancellation has been processed and notification of when payments will cease. If your cancellation comes into effect between direct debit cycles, there may be a pro rata fee deducted instead of the full fortnightly debit fee. No claim for cancellation will be recognised without your receipt of cancellation. Please retain a copy of our emailed cancellation request acknowledgement as proof that your cancellation request has been received. Your membership is active until you have received this notification from us.

DISHONORED PAYMENTS

Should your payment be dishonoured, SSAC will attempt to contact you by SMS, email, telephone or by mail sent to your last known address. We will also charge you a failed payment fee of \$5.50 if your payment isn't honoured by the bank and this is due to your error. This will be debited from your account with the next scheduled payment or any outstanding amounts can 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 three occasions with an outstanding amount remaining unpaid, your membership will be cancelled. Full payment of outstanding fees is required before re-joining a direct debit membership.

SEVEN DAY COOLING OFF PERIOD

You can cancel your agreement during your seven Day Cooling Off Period. You have seven days from the date you sign your initial agreement. To cancel your membership, please see the cancellation clause. We will then cancel your agreement and refund all payments made. This is only applicable for new membership agreements.

INCREASE IN FEES AND CHANGE OF TERMS

SSAC may at any time by providing electronic or written correspondence and giving 30 days' notice increase the payment 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 SSAC.

MEMBERSHIP CARD

We will give you a membership card or access fob when you join. If you visit the centre without a valid membership card or photo identification, we may refuse you entry if we cannot validate your identity. On entry, your membership card must be scanned at customer service or the 24/7 access door. The card is property of the SSAC, and you cannot lend your card or allow anyone else to use it. If you lose or damage your card, we will replace one card every 12 months for free. We will charge you \$5 for any further replacement cards and \$30 for fobs.

CONDITIONS OF ENTRY

You must follow SSAC conditions of entry and code of conduct. Please read and follow all signs and information provided, especially in the areas of stadium, swimming pool, waterslide, gym access after-hours, fitness on demand and spa. If you don't understand something, please ask for help. Your membership entitles you to entry at the times and to the areas specific to your membership. This entitlement assumes that you will enter the centre and behave in a way that is not dangerous or inappropriate. We do not accept: threatening or harassing behaviour; intentional damage to equipment; use of illegal or performance enhancing drugs; consumption of alcohol; unauthorised instruction of other members.

Gym You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask SSAC staff before you use it. You will be responsible for any damage that you cause through a wilful act or negligence. As a courtesy to other members, please: use a clean towel when you use equipment, including exercise mats; keep to the set time limits; keep phone calls to an absolute minimum; put equipment away after use.



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Aquatic areas In wet areas, such as a swimming pool and spa, please take extra care. Follow all signs and never run, dive or jump. This area of the centre can only be used when the centre is staffed. Please supervise children closely according to our Watch Around Water Policy. **Children under 10 years old:** must be accompanied into the centre by a responsible parent or guardian and must be constantly and actively supervised. The parent or guardian must be positioned to have a clear view of the child with no physical or structural barriers between them and the child/children. **Children under five years old:** must be accompanied into the centre by a responsible parent or guardian and must be constantly and **actively supervised during recreational play within arm's reach.** **Children over 10 years old:** parents must use their knowledge of the child's swimming ability and general development to determine the level of accompaniment required.

For security reasons, children can only wait in the centre if accompanied by an adult.

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 SSAC 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 SSAC of any changes to your debit details or contact details by completing a membership/program amendment form advising your requirements no less than five business days prior to the due date or contacting SSAC at email leisure.services@ngshire.vic.gov.au. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.

LIABILITY

To the extent permitted by law, the Northern Grampians Shire Council shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. Acknowledging this risk, you agree to use the centre at your own risk.

