

## **1. Parties**

You (Customer) and Melbourne City Council including Councillors, staff and contractors (Council, we or us).

## **2. Application**

These terms and conditions apply to your Health and Wellness membership and/or Swim School membership. Access to the facilities will depend on your membership type (See Clauses 16-17). Swim School memberships only allows access the pool (no gym, group fitness, squash, stadium, spa and sauna). Access is granted to the relevant facility during their operating hours, which are subject to change (Notice of change available on the internet):

- Melbourne City Baths (MCB) owned and operated by Council (Facility)
- Carlton Baths, Kensington Community Recreation Centre and North Melbourne Recreation Centre owned by Council and operated by YMCA (Access Facilities).

## **3. Customer must keep personal information up to date (Including responsible adult of child members)**

You must notify Carlton Baths of any change to your personal information or other information including name, gender, contact details, bank account details, and relevant health information. The facility will also collect a profile photo for member account which is stored in the point of sale system with customer details, you can request at the facility to change your photo. You will be able to update your personal information directly with/at the Facility or via the online portal (if this option is available). The relevant facility will communicate to members at your last known email address. If your doctor recommends that you do not participate in particular activities or any exercise, you must notify Facility as soon as is reasonably practicable.

## **4. Customer must keep copies of correspondence with Facility**

You must keep a copy (such as by taking a photo) of all correspondence and forms submitted by you to Carlton Baths including details of when and how submitted. If you assert that you have communicated something to Carlton Baths or taken action under these terms and conditions without providing sufficient paperwork and details in support and Carlton Baths holds no such record then it is deemed that such communication or action did not occur and/or cannot be relied on.

## **5. Customer agreement as to liability**

Despite foreseeable risk and the probability of serious harm, the burden of taking reasonable precautions to avoid the risk of harm lies with you. These risks include, but are not limited to, loss or damage to personal property, injury or fatality. You acknowledge and agree that you use the Facility and Access Facilities at your own risk. If you suffer injury or illness, you consent to us arranging medical treatment including calling an ambulance as deemed essential for your safety, at your cost.

## **6. Customer conduct**

You must strictly comply with these terms and conditions, all directions of Carlton Baths and its staff, all laws, the conditions of entry displayed at the Facility and Access Facility and any other agreed obligations and requirements set out in your membership application form and direct debit agreement with third party, at all times. The Council may amend these conditions from time to time by giving you 28 days' notice. Any identified breach of your obligations may, at the absolute discretion, be referred to Victoria Police or other relevant authority.

You are expected at all times to treat staff and other patrons with respect and in a kind and courteous manner.

## 7. Customer complaint

A customer complaint must be made in writing and submitted to the reception of the Facility or via e-mail to your host facility. All complaints should first be raised with the facilities staff to resolve, if possible, before making a formal complaint. Any complaints relating to your financial payment can be directed to Facility as per terms and conditions stated on Direct Debit Request Service Agreement.

## 8. Privacy

### Understanding our privacy policy

During your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in line with our Privacy Policy. You can view our Privacy Policy [here](#).

## 9. Responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you use a centre. Your contract is based on entitlement to use, not on actual use, so it is your responsibility to advise us if you wish to discontinue or suspend at any time.

You must advise us of anything that affects our ability to contact you or collect membership fees, including but not limited to:

- change of contact details
- change to account details provided for debiting

You promise to:

- ask questions if you are unsure of anything
- make sure that you know how to exercise safely
- not take valuables into the centre, even if you plan to put them in a locker
- advise us if you have been unwell or have had an injury
- follow the centre rules of entry

## 10. Membership card/band

The membership card/band enables you to enter the Facility. You must notify us as soon as is reasonably possible if your membership card/band is damaged, lost or stolen. If we request you to produce your membership card/band, you must do so within 14 days or will be deemed lost and will be digitally cancelled. We will issue you a new membership card/band either in person or by keeping it at the reception of the Facilities for collection and in doing so you will be charged and agree to pay a replacement fee (you are not entitled to a refund of this fee if you find and/or produce your membership card/band at a later date).

## **11. Termination or suspension by YMCA**

Carlton Baths may suspend (including to investigate) or terminate your membership with or without notice if you breach or are reasonably suspected of breaching the required conduct set out in condition 6 or these terms and conditions. If your membership is cancelled or suspended Council will stop charging you fees. You will not be entitled to a refund of fees already paid unless at the absolute discretion of the Council.

## **12. Memberships conditions**

The prices and operation are reviewed from time to time and Council reserves the right to unilaterally vary these terms and conditions by giving you 28 days' notice by e-mail and by updating our website. Membership and other prices are reviewed annually and are subject to change. Notice of any pricing changes will be emailed to the last known address and displayed in the Facility and Access Facilities by 2 June of the year in which prices will change effective 1 July of that year.

Members requesting cancellation within their minimum term period will be required to pay the balance of fees due to cover the minimum number of payments required or the early exit fee, whichever is the lesser amount. Minimum term memberships cancelling after the expiry of the minimum term are required to provide 14 days' paid notice in writing as per clause 3.1 above.

## **13. Watch around water supervision**

**Children under 5 years of age** must be accompanied by a responsible person at all times and be within arm's reach of that person and if there is a pool, only enter the pool together with that responsible person unless specific prior consent is provided by a lifeguard or swim teacher. The responsible person must alert staff that the child is under 5 on entry so that a pink wristband can be assigned and this must be worn by the child at all times.

**Children between 5 and under 12 years** of age must be accompanied by a responsible person at all times and be constantly and actively supervised by that responsible person with the person having a clear and unobstructed view of the child and their surrounds. The responsible person must alert staff that the child is between 5 and 12 on entry so that a yellow wristband can be assigned and this must be worn by the child at all times.

Children of any age will be removed from the water if the lifeguard believes they are unsafe. If a child deemed unsafe is 12 years or older and not accompanied by a responsible person, they will be asked to leave the facility.

Groups of children between the ages of 5 and 12 must not exceed the ratio of 1 responsible person to 4 children. Groups of children under the age of 5 must not exceed a ratio of 1 responsible person to 2 children.

Note – Responsible person must be aged 17 years or older and able to enter the water if there is an emergency.

## **14. No mobile phone use**

Mobile phones and recording devices must not be used at any time while in change rooms or while supervising children, including during lessons. The taking of photographs within the Facility or Access Facilities is not allowed at any time, unless permitted by facility management.

## 15. Different membership types

Reciprocal Rights					
	Active Melbourne	Club and Concession Membership	Aquatic Membership	Prime Membership 8am -5pm	Youth Membership - CB
<b>Carlton Baths</b>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> <li>• Adrenaline Classes</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>
<b>Kensington CRC</b>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> <li>• Adrenaline Classes</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>
<b>Melbourne City Baths</b>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>
<b>North Melbourne Rec Centre</b>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>	<ul style="list-style-type: none"> <li>• Gym</li> <li>• Pool</li> <li>• Group Fitness</li> </ul>	<ul style="list-style-type: none"> <li>• Pool</li> </ul>

## 16. Eligible discounts

You will receive a discounted membership if you have a current valid:

- Pension card (Concession)
- Health care card (Concession)
- Department of Veterans Affairs card (DVA) (Concession)
- Seniors card (Prime)
- Student Card (Student)

If you qualify for a discounted membership, you must provide proof that you continue to qualify for a discount prior to the expiry of your relevant concession. If you no longer satisfy our criteria, we will upgrade you to the standard membership. Before we change your contract, we will inform you about any changes to your fees (see 2.4) providing 30 days' notice. You may cancel your agreement during this time (see 3.1).

Customer may request to change membership type You may change your membership at any time, subject to: satisfying any eligibility criteria, providing at least 3 clear business days' notice prior to your next scheduled direct debit, and submitting a completed amendment form to your home Facility.

## 17. Swim School membership

**Benefits:** Access to an agreed scheduled weekly swim school lesson/s (missed lessons will not be reimbursed or made up except as set out in these terms and conditions), free access to use the pool at no cost for active students outside of scheduled lesson time (but does not include a student on any form of suspension), and locker use on entry.

An adult accompanying a student aged under 5 years will receive free entry to use the pool. An adult accompanying a student aged 5 – 12 years will receive free entry to supervise, but must pay the entrance fee to swim. A student must be over 6 months in age to participate in swimming lessons. Students aged under 3 years must have a parent/guardian aged over 17 years old in the pool and participate in the lessons with them.

**Price:** Membership fee is based on duration of lessons.

**Note:** Enrolment Swim School membership is an ongoing membership and will continue unless a cancellation request has been successfully processed. Swimming lessons will operate continuously through the season, including during Victorian state school term holidays, unless advised differently via email to member or responsible adults last known email address. No classes are held on public holidays. Payments and enrolments are non-refundable and non-transferable. It is your responsibility to know the start and finish dates of the lessons for the year. This information is available on the Carlton Baths websites.

**Aqua nappies:** All children who are not toilet trained or newly toilet trained must wear an aqua nappy whilst in the pool.

## 18. Suspensions

You have 4 weeks' free suspension time each calendar year. After this time, the suspension fee for all memberships is \$0.80 per day, which you pay by direct debit.

Please note that if you are within your minimum term, any suspensions are not classified as a full payment toward your contract.

A request must be lodged in writing and acknowledged by the centre a minimum 48 hours prior to the next scheduled debit date for the suspension to be actioned for the next debit. Note that suspensions may at times end in the middle of a fortnightly debit period and will therefore recommence debiting prior to the suspension end date as there will be active days in that period where payment is required.

Medical suspensions are accepted upon sighting of a medical certificate covering all requested dates. Medical suspensions can only be backdated for one month and are free of any charges.

Minimum term memberships can be suspended as per clause 4b of your Direct Debit Request Service Agreement however the suspension time will extend the minimum term accordingly.

For memberships outside of minimum term the above conditions will apply.

## Understanding the conditions

Before suspending your membership, you must make sure your fees are up to date and you don't owe any payments. If fees are not up to date, direct debits will continue to collect the outstanding fees.

You cannot cancel your membership whilst it is on suspension except in the case where a medical certificate has been provided. A 14 day paid notice period is required in all other circumstances.

Suspensions can also not be backdated unless it is a medical suspension which may be backdated for a maximum of one month with the provision of a relevant medical certificate.

## 18.2 Swim School Suspensions

### 19. Customer may cancel membership

This contract shall continue indefinitely until such time as the customer requests cancellation in writing to Carlton Baths. There will be a period of 14 days paid notice unless otherwise specified by Carlton Baths between the date of request and the date of actual termination during which any payments due must still be paid in full; this maybe a pro rata or portion of the full fortnightly debit fee.

You can ask to cancel your membership by:

- completing the Cancellation Request form in centre
- emailing or writing to us requesting cancellation

Confirmation:

No claim for cancellation will be recognised without your receipt of cancellation. Please retain a copy of your cancellation request; either the cancellation request form completed at the centre or the confirmation email.

Please consider your membership as active until you've received confirmation of your request in writing.

You are unable to suspend your membership during the paid notification period.

Medical Cancellations: If the cancellation is due to medical circumstances and a medical certificate has been provided confirming that you are unable to continue with your membership, the membership will end on the date the cancellation notice and medical certificate has been received by the Facility.