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Melbourne Sports and Aquatic Centre

These terms and conditions apply to all Health & Wellness Memberships:

1.0 Membership Minimum Term

All Melbourne Sports & Aquatic Centre (MSAC) direct debit memberships have a 6 month minimum term, and your nominated account will continue to be debited until MSAC receives notification of cancellation. Please be aware if you wish to cancel your membership immediately at the end of the six month period you will need to lodge your membership cancellation request at least 30 days prior as outlined in section 3.0 below.

2.0 Cooling Off Period

MSAC offer a 7 day cooling off period on all direct debit memberships. To cancel your membership within this period please follow the cancellation procedure outlined in section 3.0 below. Please note your joining will not be refunded.

3.0 Direct Debit Membership Cancellation

To cancel your direct debit membership, you need to notify MSAC of your *request* to cancel (via phone, email or in person), and make an appointment to see a Membership Services Supervisor. Please note that Gym Instructors and Member Liaison Desk staff do not have authority to approve a cancellation. The cancellation will take effect 30 days from completing the cancellation paperwork.

IMPORTANT: Your membership cancellation will not be complete until the required paperwork has been authorised by a Health & Wellness Supervisor or Coordinator and you have received confirmation. It is the responsibility of the member to follow up a cancellation request; no refunds will ever be approved without proof of this confirmation.

4.0 Price Increases and Changes to Membership

Members will be given at least 30 days notice of any changes to the price or structure of the relevant membership. All efforts will be made to notify members in writing dependant on current database contact details, as well as email, web, & facility notices.

5.0 Change of Rules/Terms & Conditions

MSAC reserves the right to change, modify or update rules and or terms and conditions relating to your membership or use of the MSAC facility. Any such changes will be made with reasonable notice and displayed prominently in and around the Fitness Centre and on the MSAC website (www.msac.com.au).

6.0 Membership Suspension

Members are permitted to suspend a membership for medical or injury purposes only. Members should apply for this in writing to the Health & Wellness Coordinator and must be able to provide a medical certificate.

Members holding a Health & Wellness direct debit membership for 5 years or longer may apply for personal or travel suspension, for a minimum of 2 weeks and maximum of 4 weeks per year on approval.

Suspension must be applied for in advance only and can not be backdated unless approved by the manager. Suspension allocation does not accrue and cannot be transferred to another membership. Direct debit payments will resume immediately following the allocated suspension period.

7.0 Direct Debit Payments

Membership payments are processed by MSAC and sent to the bank on the second *business* day of each month. Your account will usually be debited within two days of this time (dependant on bank processing). If a payment is dishonoured or unable to be processed, a temporary stop will be placed on the membership and an alternative method of payment must be supplied. Any fees incurred by MSAC from the bank for the dishonoured payment will be passed on to the member. It is the responsibility of the member to keep MSAC informed of account or credit card changes.

On joining you will be asked to pay your joining fee and first month pro rata with the same payment method you have supplied for your direct debit payment.

8.0 Membership Alterations

Members may change memberships, providing the terms of the membership are being met (e.g. 6 month minimum on direct debit memberships). To make an alteration, a membership alteration form must be completed and returned to the Member Liaison Desk. While all efforts are made to match you to the most appropriate membership, MSAC takes no responsibility for promoting alternate memberships and will not refund any discrepancies. Any tenant and association memberships will require written proof of eligibility for this membership. Memberships are not transferable.

9.0 Energise in 30

The Energise in 30 days program (E30) allows 30 days 'platinum membership' access to MSAC's facilities, and includes a blue parking permit valid for the 30 day period. The program will begin from the day the membership is created (once payment is received), unless alternative arrangements have been approved by the Health & Wellness Manager. Due to the promotional price of the program, participants must wait a period of at least one month before joining the program again, with a maximum of 2 per year.

10.0 Concession & Off Peak Access

Off peak access is limited to between 8am-4pm Monday to Friday, and 12pm-8pm weekends. Access outside these times is not permitted on an off peak membership. Concession rates are available on aquatic memberships – proof of concession is required.

11.0 General conditions of entry

Access to the Fitness Centre and Wellness Zone and all fitness classes is limited to adults aged 16 and over only, unless under approved individual supervision of an authorised coach or trainer. All users must hold a valid membership card with them at all times when using the facility, this card is strictly not transferable. Replacement cards can be printed at the Member Liaison Desk at a cost of \$15.

12.0 Lockers

PIN secured lockers are available for use in the Fitness Centre, as well as valuable lockers at the Fitness Centre reception. Any items taken into the gym must be placed in the storage lockers provided. Items may not be taken into the group fitness studios. While all efforts are taken to ensure your safety and security, MSAC takes no responsibility for your personal items during your visit.

Access to the fitness centre change rooms is restricted to platinum memberships only.

13.0 Waiver of Liability.

By signing an MSAC membership agreement all members are declaring themselves to be medically and physically able to participate in physical activity, and understand and accept the adherent risks of undertaking exercise. Members indemnify and will keep indemnified MSAC to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with one's membership and/or participation in any MSAC activity. While all efforts are made to ensure the safety of users, MSAC takes no responsibility for injury, damage, or loss of property.

14.0 Privacy

Your personal information will only be used in accordance with MSAC's general business objective and to provide you with MSAC services. You will be able to access your personal information through MSAC upon reasonable notice, as stated in the SSCT Privacy Policy in accordance with the Information Privacy Act (Vic) 2000 and the Health Records Act (Vic) 2001.

If you have any queries regarding any of the above terms and conditions of membership please don't hesitate to contact the Health & Wellness team on (03) 9926 1609 or healthandwellness@msac.com.au