

ALC MEMBERSHIP TERMS AND CONDITIONS

GENERAL

1. By becoming a member of Active Leisure Centre (ALC) you agree to the terms and conditions listed below.
2. ALC highlights the importance that the contract terms between you and ALC are clear and understood. You agree that if conflict exists between what is set out in the following terms and conditions, and anything you have been told at ALC (in person or over the telephone), the terms below will be enforced.
3. By completing and signing the Membership Agreement you agree to be bound by these Terms and Conditions.
4. You agree that you have received a current copy of ALC Terms and Conditions. ALC reserves the right to alter or add rules at any time to membership packages and the Terms and Conditions. Any alteration or addition will be communicated to members by display - in a prominent position within the facility.
5. Failure of ALC to enforce its rights at any time throughout your membership term shall not be construed as a forfeit of those rights.

YOUR OBLIGATIONS AS A MEMBER

6. To advise ALC if, at any time during the term of your membership, you believe there is a risk to your health by participating in any of the activities offered under your membership.
7. To be in a physical condition appropriate to the activity you have chosen and seek a medical clearance prior to commencement if not.
8. To present yourself to reception on entry to ALC at all times.
9. To ensure ALC has your most current contact details, notifying us of any changes.
10. You acknowledge that you were given the option of paying your membership by direct debit and were given current membership fees and other fees for services and/or programs offered by ALC. ALC reserves the right to alter fees of services and programs at any time. Any significant alteration or addition will be communicated to members.
11. To only use the facilities, services and products of ALC that are offered in accordance with the membership type you have selected on your membership agreement.
12. In consideration of your entitlements specified in clause 11 you agree to pay all fees payable under your membership (and for any other products or services you purchase from time to time).
13. You may bring a guest to ALC but only if they register with ALC staff are of minimum age, show A.C.T. Drivers Licence and complete the required Exercise History (pre exercise history form).
14. You agree to follow any reasonable direction of a ALC staff member relating to health, safety or security or related matters.
15. ALC rules apply to everyone using the facilities and services. They are usually displayed within the club. Club rules form part of this agreement so you must make sure you read, understand and follow them at all times. If you break the club rules we will respond in a way we consider fair and appropriate. If your breach causes us or another person costs, loss or damages, you agree to pay for these.

END CONTRACT MEMBERSHIPS

16. Within 3 months prior to the expiry of your membership you will be notified by ALC of your upcoming expiry date, giving you the opportunity to renew your membership at a renewal rate. To be eligible for renewal fees and bonus's you will need to renew your membership with ALC within 1 calendar month of the expiry of your membership term. All membership dues must be paid up to be eligible for renewal fees. Renewal fees may be offered after the expiry date but will be backdated to original start date to retain the renewal offer.
17. All membership dues must be paid up to be eligible for renewal fees.
18. A renewal of your membership constitutes a new contract and is subject to the terms and conditions at that time.

COOLING OF PERIODS

19. All memberships over 3 months have a 7 day cooling off period from date of purchase.

PERIODIC DIRECT DEBIT MEMBERSHIPS

20. I acknowledge that I have been given the option of choosing a membership based on a fortnightly billing agreement.
21. I acknowledge that the membership agreed to is for a set minimum term as outlined on the ALC Membership Agreement Form.
22. I acknowledge a 'billing fee' and 'administration fee' is payable for all Direct Debit memberships.
23. I acknowledge that Health & Fitness membership, Gymfit membership and Aquatic membership prior to 1 July 2016 debits will continue on an 'ongoing basis' as outlined on Direct Debit Request Form (DDR) until either the termination fee (if inside minimum term) is paid, see clause 32, or the member notifies the Direct Billing Company of such a termination request (if outside the minimum term no termination fee applies)
24. I acknowledge that the Active Personal Training (APT) on Health & Fitness, GymFit and Aquatic membership's packages are for a minimum of 3, 6, 10 or 26 debits (6 pack to 52 pack as applicable).
25. If the debit falls on any day that is not a business day, the debit will be made on the next business day.
26. All debit payments will be payable from your nominated account regardless of usage during the period to which the payment relates.
27. The Direct Debit Billing Company will initiate periodic debit payments as described on your membership agreement.
28. Any changes to your account details must be provided to the nominated Direct Debit Billing Company not less than 14 days prior to the next debit date.
29. It is your responsibility to have sufficient funds available in your account to allow the debit payments to be made when the debit is due.
30. If a debit amount is unable to be processed on the debit date and payment is not otherwise received, you may be charged an additional amount to cover charges incurred in the debt recovery process for each payment period that the outstanding amount remains unpaid. If payment remains outstanding, you agree that we may continue to debit the nominated account with the total amount due without notice to you.
31. A variation fee maybe payable for changes to your membership dues and will be debited along with the standard debit on the next debit date.
32. Failure to pay as per the membership agreement may result in legal action and/or debt collection to recover dues fees.

TERMINATION OF MEMBERSHIP DURING COOLING OF PERIOD

33. If your membership term is for greater than 3 months, you may terminate your membership during the cooling off period (7 days) by providing written notice to ALC.
34. If you terminate the membership during the cooling off period referred to in clause 16 you will receive a refund of membership fees already paid for the unused portion of your membership but you will be required to pay the following:
- Fees for services or access provided to you during the cooling off period
 - An administration fee of \$60

TERMINATION OF MEMBERSHIP DUE TO MEDICAL REASONS

35. If you are unable, by reason of permanent physical incapacity verifiable by a medical certificate, to utilise all of the Fitness Services provided under the membership agreement, you are entitled to terminate the membership by written notice, with the medical certificate whereby:
- The unused portion of a pre-paid membership will be calculated from the date the written notice is received and refunded.
 - Upon receipt of a termination notice for a direct debit membership, Active will inform the periodic billing agency and request that the deductions cease as soon as possible. In the above instance the exit fee will be waived.

TERMINATION OF MEMBERSHIP

36. You may cancel a membership (including APT or specialist programs) if all due fees are paid by:
- Completing a 'REQUEST FOR CANCELLATION OF Fortnight-to-Fortnight MEMBERSHIP' form available from reception
 - Emailing customerservice@activevc.com.au direct with your request
 - Contacting the billing company direct on the number provided in section 'CUSTOMER SERVICE'

CANCELLATION FEES

37. An exit fee of \$199 is applicable for all Direct Debit APT packages and specialist programs as outlined on your Direct Debit Request Form. Upon receiving a request to cancel, this amount will be debited from the nominated account on the next due debit date or earlier if requested. Note that until the termination fee has been received from the nominated account fortnightly dues will continue to be debited periodically as stated on your membership agreement.

MEMBERSHIP SUSPENSION (TIMESTOP)

38. Membership Timestop is available for Health & Fitness memberships greater than 3 months. The following maximums apply:

	Regular	Medical with certificate
3 month membership	= 2 weeks	50% paid
6 month membership	= 4 weeks	50% paid
12 month and no term membership	= 8 weeks	50% paid

39. Membership Timestop is available for Aquatic & Gymfit memberships greater than 3 months. The following maximums apply as of 16 September 2017:

	Regular	Medical with certificate
3 month membership	= pay per week	4 weeks
6 month membership	= pay per week	8 weeks
12 month and no term membership	= pay per week	12 weeks

40. Timestop is for a minimum of 14 days for direct debit and 7 days for paid in full.
41. Direct debit payments are stopped during timestop periods which will extend the minimum term if applicable.
42. Timestop entitlements are not transferable.
43. Timestop for Direct Debit members maybe done by contacting the nominated direct debit billing company in the section titled 'CUSTOMER SERVICE'.
44. Where a member is unavailable to attend (for a period exceeding 7 consecutive days) due to medical reasons including sickness, physical incapacity or exceptional circumstances; supporting documentation to our satisfaction (verifiable medical certificate) must be provided to Active Leisure Centre. Such a deferment is to be in writing.
45. Timestop may be purchased for a nominated amount per week and is available through application only. 7 days' notice is required. Request forms and pricing are available from reception.
46. Purchased Timestop will extend a minimum term if applicable.
47. Timestop is not available for Induction Sessions or APT sessions.

TRANSFER OF MEMBERSHIP

47. Memberships within in minimum term may be transferred for an administration fee of \$99 and only the remainder of the minimum will be transferred. All timestop, related APT sessions and Induction sessions are not transferable. Timestop and Training Sessions may be purchased at any time.

INDUCTION PACK

48. A 4 week expiry exists from the first booked session.
49. 24 hours' notice is required for cancellation or rescheduling of Induction Sessions. Failure to provide 24 hours' notice will result in loss of the session booked.

ACTIVE PERSONAL TRAINING (APT)

50. APT sessions or packages are not transferable.
51. APT packages have an expiry date of 6 months from the date of purchase with the exception of the 52 packages which is valid for 12 months from date of purchase.
52. Any unused APT sessions become void on expiry of your Active Leisure Centre membership.
53. Minimum terms of 3, 6, 10 & 26 debits (Fortnights) apply for Direct Debit options. Cancellation fees as per Clause 36 and 37 are enforceable.
54. Active Leisure Centre offers no guarantee of a specific Trainers availability throughout the term of you're APT membership. If your trainer is unavailable another trainer will be offered.