

1. MEMBERSHIPS

Kingston Memberships are subject to the following terms and conditions:

1.1 Cooling off period

- All memberships are subject to a 7-day cooling off period and may be terminated by completing a cancellation request in writing. Any initial payment will be refunded in full.

1.2 Member access

- Members must scan their member fob or wristband at the members gate prior to entering the facility.
- Members must scan their access fob or wristband each time they enter the gymnasium.
- Members are required to have their digital photo taken and stored on their account. Failure to provide a photo or update your information may result in access being restricted until completed. If you visit the centre without a valid membership, we may refuse you entry.
- The membership fob/wristband is the property of each individual member and is not transferable.
 - Members who are found to be giving their membership to other persons to use, may have their membership suspended or cancelled.
- A replacement fee will be charged for a lost or damaged RFID fobs or wristbands.
- Off Peak members have restricted access to facilities Monday to Friday between 8am and 4pm. They can access anytime on weekends. Members who arrive after 4pm will be turned away.

1.3 Refunds

- A change in the personal circumstances of the member shall not entitle the member to a refund/credit.
- All requests for refunds in the first seven days of a new membership shall be honoured in full. These requests must be received in writing.
- Memberships are not eligible for a refund after the first seven days of a new membership, cancellation due to extenuating circumstances may be considered and cancellation fees will apply. An application must be lodged in writing accompanied with relevant documentation for evaluation.

1.4 12-Month Memberships

- Term memberships are for an active 12-month period.
- Total contract fee payable upfront or via scheduled direct debit payments. See 1.6 Direct Debit Payments
- The member agrees to pay all scheduled payments at the agreed payment frequency for the duration of the 12-month membership as agreed upon at time of registration.
- Early membership renewals are allowed in some circumstances; however, members cannot hold consecutive memberships exceeding 18 months from the date of renewal.
- Expiry date of membership will extend in lieu of any suspension days applied.
Cancellation requests require management approval and cancellation fees apply – fee is 30% of the balance of fees remaining at time of cancellation request.
- Medical certificate must be provided for cancellation requests on medical grounds.
- Introductory Offer memberships cannot be cancelled or transferred and agreed fees must be paid in full.

1.5 No Contract memberships

- Ongoing memberships that automatically renew each month
- Fees are debited monthly from nominated Visa or Mastercard and will continue until such time the member provides a cancellation request in writing.
- A cancellation request must be lodged prior to the next scheduled direct debit run, requests received after monthly debit rollover, will not be processed until the following month.
- A cancelled direct debit remains current until the end of the paid month, no refunds are given for cancellations requested part way through a month.
- Management reserves the right to cancel a membership if fees remain unpaid by the end of the month.

1.6 Direct Debit Payments

- A pro rata amount is required at time of registration.
- Payments are processed for all members on the first business day of each month.
 - Members cannot request to change the date or frequency of processing.
 - Payments are processed in-house by Waves Leisure Centre and therefore are not completed on weekends or public holidays.
- Visa or Mastercard is the only accepted payment form – cash payments are not allowed on this membership type unless management approval due to a once-off card issue.
- SMS reminders are sent in relation to credit card expiry dates. It is the responsibility of the member to keep their credit card details up to date.
- SMS reminders are sent a minimum of 2 days prior to direct debit processing. It is the responsibility of the member to have funds available in their nominated account any time on the day of direct debit processing.
- A \$15 rejection fee will be charged to your outstanding direct debit amount if your payment is rejected. This fee is separate from any fees charged by the customers' financial institution.
- Should there be arrears in payments, a member can be contacted via phone, email or SMS and outstanding amount should be paid at Customer Service on next visit or alternately over the phone via credit card.
- If fees remain unpaid, and after attempts by us to rectify the arrears, your membership may be cancelled, and details forwarded to the City of Kingston collections department.

1.7 Suspension for memberships

- Suspension fees must be paid prior to suspension being processed:

1-2 weeks = \$5	3 weeks = \$10	4 weeks = \$15	5 weeks or more = \$20
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- Members who have held membership continuously for 2 years or more receive free suspensions.
- Minimum suspension period is 7 days.
- Maximum suspension days allowed (excludes medical):
 - 30 days for 3-month membership (only available for Workcover memberships)
 - 90 days for a 12-month membership
 - Unlimited for no contract membership
- Suspensions cannot be backdated (unless medical with an accompanying certificate/letter).
- Medical suspensions:
 - Fees will be waived for medical suspensions with a certificate/letter.
 - Indefinite medical suspensions will not be granted, if a member has an open-ended certificate, they will be required to nominate a re-activation date or cancel their membership.
 - If an early return from a medical suspension is requested, members are required to obtain a new certificate/letter from the doctor confirming they are ok to return to physical activity.
- 12-month members have an extension applied to their membership applicable to the suspension period and members who pay via direct debit receive a prorated fee reduction during their suspension period.
- Membership will become active after specified suspension end date.

1.8 Introductory Offers

- Introductory discount offers are for new members only - A new member is classified as someone who has not had a membership with us in the last 6 months. No further discounts apply.
- Memberships cannot be cancelled, refunded, or transferred. A 7-day cooling off period still applies.
- These memberships must be paid in full by the agreed payment method within the term of the membership.
- Memberships must commence within 4 weeks of promotion end date.
- Maximum suspension periods may be altered for promotional memberships.
- Promotional dates are strictly adhered to with no exceptions.

1.9 Membership alterations / transfer

- Members may upgrade their membership to a higher value category only.
- To do this a member must complete a change of membership form and pay balance of fees. Once completed this cannot be reversed.
- Upgrading a 12-month membership will not reset the dates of the initial membership.
- Members cannot downgrade a 12-month membership, unless for medical reasons with an accompanying certificate.
- Members who wish to downgrade a No Contract membership must wait until the end of the paid month; no refunds are given part way through a month.
- A transfer of membership to another person may be considered, request must be forwarded to management for evaluation and approval.

1.10 Centre Operations

- Management reserves the right to alter centre operating hours, programs and terms and conditions as required.
- On occasions, maintenance is required on plant and equipment which may result in a temporary closure of an area for use. While we aim to minimise any impact on use of an area, failures may occur which are out of our control.
- No membership administration will be applied for centre/area closures less than 48 hours, suspensions will automatically be applied for extended centre closure periods.

1.11 Concession Discount

- Full list of discounts available can be found on our website or see Customer Service.
- A concession discount is offered on membership or pass card products for patrons that hold a valid concession card. This documentation must be presented at the time of purchase.
- A staff member has the right to request valid documentation from any member or person requesting a concession discount and has the right to refuse a discount if valid documentation is not produced at time of purchase.
- Kingston Active has the right to request a member holding a concession membership to present a valid concession card at any time during the validity period of the membership.
- Members who hold a senior's card, can have the detail kept on their member file to eliminate the need to present for future renewals as these cards have no expiry date once eligible.

1.12 Annual price review

- Kingston Active review prices and operations annually and any price rises come into effect on 1st July each financial year.
- Planned price changes are displayed in the centre one month prior to any alteration and No Contract members are contacted via email with their price change.

1.13 Personal details

- It is the customer responsibility to inform Kingston Active of any changes to their account information, including address, email, phone number and concession status.
- All members must provide a valid email address and mobile number, otherwise no membership product can be sold. To ensure members are kept up to date with important information we use electronic communication only.
- Your email address and other details will only be used for the provision of information relating to your membership and will not be provided to third parties.

1.14 Member Lockers

- Free lockers are available to all Health & Fitness members – one locker per member.
- Members use their key tag or RFID band to allocate themselves a locker on pool deck or in the change rooms. A pin number is also chosen by the member for added security.
- Members must keep their fob/wristband with them to re-enter their locker.
- Lockers in the gymnasium are set up with a pin.

1.15 Parking for members

- Parking restrictions apply at Waves Leisure Centre, a parking permit is available for members.
- It is the responsibility of the member to ensure their permit is valid and that they adhere to the terms and conditions of the parking area provided.

1.16 Privacy Statement

The City of Kingston is committed to protecting your privacy. The personal information requested is being collected by City of Kingston for the purpose of providing a Health and Fitness membership, payment for membership and membership related services or any other directly related purpose.

Your personal information will not be disclosed to any other external party without your consent, unless required or authorised by law. If the personal information is not collected, you may be ineligible for a Health and Fitness membership.

If you wish to alter any of the personal information you have supplied, please contact the Kingston Active team at City of Kingston via telephone 03 9559 7111 or email active@kingston.vic.gov.au

2. GYMNASIUM

Gym Instructors are employed to help with exercises and to instruct on proper use of gym equipment. Members can book in for a fitness consultation with a Gym Instructor to develop a gym program.

2.1 Hygiene, safety, and equipment

- It is recommended that all users seek advice from a doctor or medical professional prior to commencing an exercise program.
- Members identified in their initial consultation as requiring clearance from a doctor, will be required to obtain this prior to commencing their exercise program.
- Seek assistance from a gym instructor prior to using equipment for the first time. Gym instructors may approach members to assist them with technical advice.
- It is recommended that patrons attach the safety clip when using treadmills.
- Show courtesy to fellow users by sharing equipment between workouts and limiting use to single pieces of equipment.
- Users are to always follow directions from staff.
- Gym bags must be stored away and are not permitted in the workout areas.
- Appropriate footwear must be always worn while in the gym, nonslip athletic soles.
 - NO open toe sandals, thongs, crocs or barefoot allowed.
- Always wear appropriate clothing, no offensive prints/designs.
- Towels are compulsory and users are required to always carry one during a workout.
- Use cleaning facilities on site to wipe down equipment after use.
- Equipment is to be returned to the correct storage areas after use.
- Food and hot drinks must not be consumed in workout areas.

2.2 Age restrictions

- The minimum age requirement for gym membership is 14 years old.
- Active Youth Membership 14-15yrs:
 - Restricts access to some weight-based training classes such as Body Pump
 - Compulsory fitness consultation prior to using the gym facilities.
 - Parent/Guardian aged 16yrs and over must consent and sign membership registration form on behalf of the child.
 - Active Youth Membership 16-17yrs has no restrictions.
- Casual gym access anytime is only available to patrons 16 years and over.
- Teen Gym sessions for 12-15yrs old are available at restricted times of Monday-Friday 3.30-5.30pm (last entry for sessions is 5pm). All Teen Gym participants must have a compulsory fitness consultation before attending these sessions.

2.2 Visual Recording

- No photo or video footage to be recorded without prior consent.
- QR codes located in gym must be scanned, details entered, and rules agreed to, whenever photo or video footage is being taken.
- As per visual recording rules, staff have the right to view footage and delete if deemed necessary.

2.2 Unstaffed hours

- Gym is unstaffed from 4.00pm on weekends until facility closes at 6pm during winter hours & 7pm during summer hours.
- During unstaffed hours, emergency buttons can be activated in case of emergency.
- It is recommended that gym users wear the emergency lanyards provided.
- Regular checks of the gym area are conducted by centre staff during this time.

3. GROUP FITNESS CLASSES

Kingston Active offers a wide range of classes to suit everyone's health and fitness needs.

3.1 General requirements

- All Kingston Active classes require a booking or ticket prior to attending:
 - Offsite classes require pre-booking (up to 74hrs in advance) via phone or My Active portal.
 - Aqua classes require pre-booking (up to 74hr in advance) via phone or My Active portal.
 - All other land-based classes are first in-first served ticket allocation at Waves.
- Class numbers are capped, once maximum is reached no further tickets can be allocated and patrons may be turned away.
- Ticket is required for entry – tickets can be collected by Customer Service or the Group Fitness kiosk in the entry foyer. Aqua participants will be checked off and given a water-proof wristband for entry.
- The timetable is reviewed and updated quarterly to ensure high service delivery and we meet the needs of our community. Classes may be changed, added, or removed during these updates according to certain logistics, demand, attendance, and instructor availability.
- Kingston Active reserves the right to cancel or change a class in cases of high temperatures, low patron numbers or instructor availability. Notice will be provided in advance when feasible.

3.2 Class attendance

- We recommend arriving at least 10 mins prior to the class commencement to allow for time for parking, ticket/wristband collection and to get to the designated program area.
- Tickets to group fitness classes cannot be allocated more than 5 minutes after the scheduled start time.
 - The exception being Active Zone classes, which do NOT have a 5-minute allowance, ticket allocation is cutoff at the start time of the class.
- If you get your ticket after the allocated start time of the class, please make your way to the designated program area/room quickly. If you arrive after the warmup has been completed, you may be asked to leave by the instructor for safety reasons.
- Our software does not allow for a waitlist for pre-booked classes – however, if you cannot attend a pre-booked aqua or deep-water running class, please cancel via My Active online portal, or call us on 9559 7111. This allows others to have a chance to book in for the class.

3.3 Hygiene, safety, and equipment

- It is recommended participants seek advice from a doctor or medical professional prior to commencing a group fitness class.
- Participants should inform instructors prior to the class commencing if it is their first time, they are pregnant or have any injuries or medical conditions that may affect their exercise ability.
- Participants should cease exercising immediately and inform instructors if they feel uncomfortable or if they suffer an injury.
- For safety reasons, we recommend that you do not leave a class without performing the appropriate cool down and stretch phase as this is important to help prevent potential injury.
- Participants are to always follow directions from instructors. Some classes are pre-choreographed and require participants to follow specific movements during the class.
- Minimum age for group fitness classes is 14yrs, except Body Pump which is 16 yrs.
- Bring a drink bottle and use a towel in all classes. We also recommended that participants bring a mat to Wellness classes (Yoga, Pilates, Body Balance).
- Members are required to wear appropriate clothing and footwear for exercise programs. Wellness programs (Yoga, Pilates, Body Balance) do allow for bare feet.
- Use cleaning facilities on site to wipe down equipment after use.
- Equipment is to be returned to the correct storage areas after use.
- Food and hot drinks must not be consumed in any classes.