

Kingston Active

Health & Fitness - Terms and Conditions

KINGSTONACTIVE.COM.AU

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DON TATNELL LEISURE CENTRE
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  **KINGSTONACTIVE**

Kingston Active Memberships

Waves Leisure Centre and Don Tatnell Leisure Centre are subject to the following terms and conditions:

1) MEMBERSHIPS

It is important to read over this document carefully, as it will provide you with the terms and conditions for the term of your membership.

1.1 Cooling off period

- All memberships are subject to a 7 day cooling off period and may be terminated by completing a cancellation form. Initial payment will be refunded.

1.2 Member access

- All members have reciprocal rights to both Kingston Active facilities – Waves Leisure Centre in Highett and Don Tatnell Leisure Centre in Mordialloc. Exclusions to this are DT Gold members who have access to Don Tatnell only, unless closed for Public Holidays and Waves access is granted.
- Members must register attendance by scanning their member key tag or RFID at reception gates prior to entering the facilities.
- Members must scan their key tag or RFID band each time they enter the gymnasium
- Members are required to have their digital photo taken, stored on the 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 member key tag we may refuse you entry.
- The key tag is the property of each individual member and is not transferable.
- A replacement fee will be charged for a lost or damaged RFID band.

1.3 Refunds

- A change in the personal circumstances of the member shall not entitle the member to a refund/credit.
- Memberships are not eligible for a refund after the first seven days of a new membership. Compensation may be considered for medical or other extenuating circumstances. Relevant documentation must be submitted with cancellation request for evaluation.
- From time to time, maintenance is required on the plant / equipment and may result in temporary closures of facilities. No refunds / additional time will be added to memberships for such a reason.

1.4 Term memberships

- Term memberships have a set start and expiry date and are payable upfront or via scheduled monthly payments. See terms of direct debit in 1.6
- Cancellation fee of 30% of the balance remaining will be charged if membership is cancelled inside the term agreed on registration or renewal.

1.5 No contract memberships

- No contract membership fees will be debited from the members nominated account and maintained until such a time the member provides authorisation to cancel.
- To cancel this arrangement a member must complete a cancellation form and lodge it at a Kingston Active Centre prior to the next direct debit run payment. Cancellation forms received after the monthly rollover will not be processed until the following month. A cancelled direct debit will remain current until the end of the month paid for.

1.6 Direct Debit payment method

- The member agrees to pay the scheduled payment at the agreed payment frequency for the duration of the membership term as agreed upon at time of registration.
- Membership fees are direct debited on the 1st of each month, a pro rata amount is required at time of registration.
- Credit card must have sufficient credit to allow for payments and members must notify us in advance if they are closing an account or making changes to their credit card details.
- Should there be any arrears in payments the member will be contacted, the outstanding amount should be paid at Customer Service on next visit or alternately over the phone via credit card.
- Should your payment be dishonoured an additional \$15 rejection fee may be charged to your outstanding direct debit amount. This fee is separate from any fees charged by the customers' financial institution.
- Direct Debit Payment must be made with an appropriate Visa or MasterCard only - no cash payments are allowed on this payment method.
- If unpaid fees remain outstanding, and after attempts by us to rectify the arrears, your details may be forwarded to the City of Kingston collections department.

1.7 Suspension for memberships

- Suspension fees to be paid prior to suspension being processed:
 - \$5.00 for 1-2 weeks
 - \$10.00 for 3 weeks
 - \$15.00 for 4 weeks
 - \$20.00 for 5 weeks or more. Limits apply.
- Members who have held a membership with Kingston Active continuously for a period of 2 years or more do not pay suspension fees.
- Minimum suspension period is 7 days
- Fees are waived on presentation of a medical certificate and can be backdated accordingly if no facilities have been utilised during this time.
- Maximum suspension days allowed:
 - 30 days for 3 month membership (Workcover & Management approval only)
 - 60 days for 6 month membership
 - 90 days for a 12 month membership
 - No limit for no contract memberships or medical suspensions.
- Medical suspensions do require a member to nominate a re-activation date, open-ended suspensions cannot be processed.

1.8 Membership alterations / transfer

- A Customer may upgrade their membership to a higher value category at any time by completing a Change of Membership form and paying any increase in fees. This will not reset the start date of the initial membership
- A transfer of membership to another person may be considered, request will be forwarded to management for approval.

1.9 Facility Closures:

- 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.
- Members and Guests are not be eligible for discount / refund / extension of membership due to unforeseen closures.

1.10 Annual price review

- Kingston Active review prices and operations annually. Planned price changes are displayed in the centre one month prior to any alteration.

1.11 Concession Discounts on memberships

- Kingston Active recognise the following concession cards; student card, health care card, seniors card, veterans card, carers card.
- A concession discount is offered on membership or pass card products for all 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. Those holding a senior's card can have their card detail kept on file to eliminate the need to present for future renewals as these cards have no expiry date once eligible.

1.12 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. In order 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.

1.13 Member Lockers

- Free lockers are available to all Health & Fitness members
- Members use their key tag or RFID band to allocate themselves a locker on pool deck and in the Waves change rooms. A pin number is also chosen by the member for added security.
- Lockers in the gymnasium are set up with a pin only

1.14 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.

1.15 Privacy Statement

Personal information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. The personal information will be held securely and used solely by Council for these purposes and/or directly related purposes. Council may disclose this information to other organisations if required or permitted by legislation.

The applicant understands that the personal information provided is for the above purpose and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and/or correction should be made to Council's Privacy Officer. A full copy of our Privacy Policy may be obtained from the Kingston Council website www.kingston.vic.gov.au or from one of our Customer Service Centres.

2) GYMNASIUM

Gym Instructors are there to provide assistance with exercises and to instruct on proper use of gym equipment. It is recommended that members holding memberships with access to the gym book in for an initial consultation with a Gym Instructor to develop a gym program, and review it every 4-8 weeks.

2.1 Safety Induction

- New members are required to be guided through a safety induction before using the facilities. This induction may be undertaken by a Gym Instructor, Customer Service Officer or Duty Supervisor at the time of registration.

2.2 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.
- Food and hot drinks must not be consumed in workout areas.
- Gym bags must be stored in lockers or shelves provided and are not permitted in the workout areas.
- Appropriate footwear is to be worn at all times in the gym; non slip athletic soles (no open toes or crocs).
- Towels are compulsory and users are required to carry one at all times 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.
- All members should show courtesy to fellow users by sharing equipment between workouts and limiting use to single pieces of equipment.
- Users are to follow directions from staff at all times.
- Please 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.
- The gym is unsupervised on weekends from 3.00pm until closing time.
- During any unsupervised periods in the gym the Emergency Assistance Button can be activated for emergencies and regular checks are conducted by other staff.

2.3 Age restrictions

- The minimum age requirement for membership is 14 years.
- There is no casual gym use available to children under 16years.
- Gym users under the age of 16 must have parental consent prior to membership registration and it is recommended they have a personalised gym program for safe exercise prescription.
- The 14-15years teen membership restricts access to some weight-based training classes.

3) GROUP FITNESS CLASSES

Kingston Leisure Centre's offer a wide range of classes to suit everyone's health and fitness needs.

3.1 General requirements

- Class numbers are capped and will be served on a first in basis.
- For safety, admittance to classes will not be permitted after 5 minutes.
- A class ticket or wristband is required to gain entry to a group fitness classes. These are available at reception for casuals and members. Member's class receipts can also be issued from the self-service LINKS KIOSK however aqua classes still require a wristband for entry to the class.
- Kingston Active classes operating outside the Leisure Centre grounds can be booked at Waves prior to attending, alternatively on the My Active online portal accessible from the Kingston Active website. Please refer to the Kingston Active Outdoor Programs terms and conditions.
- Members are required to wear appropriate clothing and footwear for exercise programs. Wellness programs (Yoga, Pilates and Body Balance) do allow for bare feet.
- It is recommended that participants bring a drink bottle and use a towel in all classes.
- Aqua participants are encouraged to bring their water bottles and place them on the side of the pool during their class.

3.2 Hygiene, safety and equipment

- Participants should not pack up weights and equipment whilst a track is in progress.
- Participants must 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.
- It is recommended that participants are well hydrated and have had sufficient food and rest prior to exercising.
- Participants are to follow directions from instructors at all times. Some classes are pre-choreographed and require participants to follow specific movements during the class.
- For safety reasons we recommend that you do not leave a class without performing the appropriate cool down and stretch phase as this is essential to help prevent potential injury.

3.3 Class attendance

- During busy periods, group fitness classes may be fully booked. Once a class reaches its maximum capacity, no further tickets can be allocated.
We recommend you arrive at least 10-15min prior to the class commencement time.
- 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.
- The minimum age to participate in Group Fitness Classes is 14 years. Restrictions apply to 14-15 year olds for weights-based classes.

3.4 Red-flag Fitness Classes

- Classes require a minimum attendance level to remain on the timetable. Classes falling below this required participation level will be monitored by management and communicated to the instructor and regular participants the need for attendance support to maintain the class on the timetable.
- The timetable is updated quarterly to ensure continued high service delivery to members by providing classes that are meeting the needs of the community. Classes may be added or removed during these updates according to the season and demand.