



Membership Terms and Conditions

1.0 Introduction

This is an important document. It records the terms and conditions of your membership with The ARC Campbelltown (The ARC) and your right to make use of the facilities, dependent on the inclusions of your membership, during the period of your membership. You should read this document carefully to ensure you are aware and understand all clauses.

2.0 Conditions of Entry and Centre Rules

2.1 The Conditions of Entry to The ARC, which are displayed at the front entrance and on The ARC website, apply to all members and casual visitors to the centre. By joining as a member you agree to abide by these conditions in addition to the conditions associated with your specific membership.

2.2 The area specific Centre Rules at The ARC (i.e. pool rules), which are displayed at the entrance to each respective area and on The ARC website, apply to all members and casual visitors to the centre. By joining as a member you agree to abide by these rules in addition to the conditions associated with your specific membership.

2.3 The ARC reserves the right to change, modify or update conditions of entry or rules relating to use of The ARC facility. Any such changes will be made with reasonable notice and displayed in and around the facility and on The ARC website. The most up to date rules of The ARC will always apply.

2.4 The ARC reserves the right to cancel the membership of any member not complying with the terms and conditions of membership, conditions of entry, or centre rules, at any time.

3.0 Privacy

3.1 The personal information requested as part of the membership application process is necessary to manage and provide membership services, and administer direct debit payments if applicable. This information will be used solely by The ARC for those primary purposes or any directly related purposes, as per our privacy policy. The ARC will make all reasonable effort to ensure the information is only disclosed to authorised staff and authorised external contractors or consultants. You can obtain a copy of our full privacy policy via the following methods: on The ARC website; by sending a request via email to arc@campbelltown.sa.gov.au; or sending a request via post to PO Box 1, Campbelltown, SA, 5074.

3.2 The ARC may sometimes film or photograph the facilities, and it is possible that you may appear in these images. By entering into this membership contract, you agree your image may be used in promotional and other business related material. Consent for this will be confirmed by an ARC representative prior, however if you do not want your image to be used, notification in writing must be provided to The ARC within 24 hours of photography/filming.

4.0 Liability

4.1 By signing an ARC 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.

4.2 Members indemnify and will keep indemnified The ARC 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 ARC activity. This release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by the negligent act or omission of The ARC.

5.0 Membership Application

5.1 We will only consider an application for membership upon receipt of a satisfactorily completed and signed Membership Agreement form and Physical Activity Readiness Questionnaire form.

5.2 Where a proposed member is under 18 years, the Membership Agreement form must be completed and signed by the parent or guardian of the applicant, who will be bound by the membership contract.

5.3 The most recent Membership Agreement supersedes any prior document, discussion or other activity made prior.

5.4 The ARC reserves the right to refuse any membership application without ascribing any reason therefore.

5.5 The membership schedule in these terms and conditions contains details of:

5.5.1 the terms and conditions attached to each class of membership,

5.5.2 eligibility for membership of a particular class, and

5.5.3 particular contract terms applying to each class of membership.

5.6 Within reasonable time following acceptance of your membership application you will be provided with a membership card. This card must be kept with you when in the facility, and failure to produce it may deny you the right to make use of the facilities as a member. This card is also not be given to any other person for use.

5.7 It is your responsibility ensure the details provided to us with your membership application are kept up to date at all times, regardless of how often you visit the facility.

5.8 If you join on a concession membership, you must provide valid proof of concession, and ensure that up-to-date valid concession details are provided to The ARC during the entire duration of your membership. You accept that if your concession details expire, and updated details are not provided to The ARC your membership will be transferred to a full membership.

6.0 Membership Term

6.1 All Fixed Term Memberships have a contractual term as set out in the membership agreement.

6.2 All Flexible Memberships have a four week minimum term and no maximum term.

7.0 Membership Suspension

7.1 You may voluntarily suspend your membership, for periods between one and six weeks, in each calendar year during your membership period. A maximum of six weeks of total suspension days may be voluntarily taken in any calendar year, unless otherwise authorised at the discretion of The ARC.

7.2 You will not be charged a suspension fee for the first 30 days of suspension taken within a calendar year. Any days of suspension beyond 30 days in a calendar year will be charged at \$0.50 per day.

7.3 Any suspension taken will extend the minimum membership contractual term by the same number of days as the suspension taken.

7.4 Before your voluntarily suspension is taken a fully completed Suspension Form must be completed by the member, and sighted and signed by a staff member of The ARC at least 3 days prior to the date the suspension is to begin. All membership and suspension fees must be paid up to date on the date the suspension begins, or the suspension may not be applied.

7.5 Retrospective suspension applications will not be accepted, unless at the discretion of The ARC in cases of medically requested suspension.

8.0 Membership Alterations

8.1 Members may change their membership from type one to another, providing the terms of the membership are still met (i.e. 12 month minimum term still held). For the membership change to occur a fully completed Change of Details Form must be completed by the member, and sighted and signed by a staff member of The ARC at least 3 days prior to the effective date of change.

8.2. Membership upgrades can be made effective from any time after the Change of Details Form is received and payment for upgrade is processed. Membership downgrades can only be made effective as at the end of the current payment period (i.e. after the end of current term for Upfront Memberships, or as at the start of following debit period for Direct Debit Memberships).

8.3 Teen Fitness Memberships will automatically upgrade to a Gold Direct Debit Concession membership on the day of the member's 16th birthday. If you wish to vary this automatic upgrade to a different membership type you must provide us with written notice at least 3 days prior to the day of automatic upgrade. If you wish to cancel prior to automatic upgrade you must follow the process as per clause 9.0.

8.4 Memberships are not transferrable from one person to another under any circumstances.

8.5 While all efforts are made to match you to the most appropriate membership, The ARC take no responsibility for promoting alternative memberships, and will not refund any discrepancies.

9.0 Membership Cancellation

9.1 To cancel a direct debit membership we require a fully completed Membership Cancellation Form to be completed by the member, and sighted and signed by a staff member of The ARC at least 14 days prior to the cancellation date.

9.2 You may cancel your membership during your minimum contractual term if:

9.2.1 you become sick or incapacitated, and a certificate from a qualified medical practitioner is provided stating you cannot exercise for 12 months, or the remainder of your membership term, whichever is longer; or

9.2.2 we make changes to your membership contract that adversely affect you.

9.3 By making a request to cancel within your minimum contractual term, you accept if your request is accepted the following will be payable:

9.3.1 your full membership fee up until 14 days following the day we provide written acknowledgement of your cancellation; and

9.3.2 Fifty percent (50%) of your membership fee for the balance of your membership to the end of your minimum contractual term, unless otherwise agreed with The ARC.

10.0 Off-Peak Access

Off-peak access is limited to between 8am-4pm Monday to Friday, and at all times on weekends and public holidays. Access outside these times is not permitted on an Off-peak membership, and must be paid for separately if the member wishes to access the facilities outside Off-peak times.

11.0 Facility Access and Changes to Services

11.1 Facility access is subject to change and availability at The ARC's absolute discretion without notice. During major events, members may have limited access to facilities including pools, classes and other products and services. From time to time, repairs and maintenance will also be carried out within The ARC, and may result in restricted or no access to certain areas. The ARC does not offer any compensation to members in such instances, but will endeavour to provide notice of upcoming maintenance or events where possible.

11.2 The ARC reserves the right to change any program or service due to unforeseen circumstances. Every endeavour will be made to communicate change this to members.

12.0 Price Increases and Changes to Membership

Members will be given at least 14 days' notice of any changes to the price or structure of the relevant membership. All efforts will be made to notify members in writing dependent on current database contact details, as well as email, web and facility notices. If a member does not agree with a material change to the price or structure of the relevant membership, the member may terminate his or her membership by following the cancellation procedure outlined in section 9.1. Any request to terminate your membership as a result of a material change, must be made to The ARC within 30 days of you being notified of the change.

13.0 Direct Debit Payments

All information regarding direct debit payments can be found in the DDR terms and conditions which can be found in the facility and upon request from the reception desk or via The ARC website.

14.0 Outside Providers

14.1. Contractors and tenants may provide some services at the facilities, such as personal training. Service fees are paid directly to the contractor/tenant and The ARC is not responsible for those fees.

14.2. If you make a claim because of something a contractor or a tenant has or has not done, your claim should be brought against the provider, whether you have paid them or not. We will have no liability or responsibility for the acts or omissions of any contractor or tenant and you release us from, and hold us harmless from, any claim resulting from an act or omission by a contractor or tenant.

14.3. Wherever we can, we will help you to resolve issues with providers. We will also make sure that our contractors have up-to-date qualifications and insurance.