

# The ARC Campbelltown

## 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. By signing this agreement, you agree to the following terms.

If you require clarification of any item, please request in writing to The ARC, or email [arc@campbelltown.sa.gov.au](mailto:arc@campbelltown.sa.gov.au).

Terms listed in this agreement supersede verbal agreement. All alternative contract arrangements must be requested in writing, email record will suffice.

### 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](mailto: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 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. An ARC representative prior will confirm consent for this, 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 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 Pre- Exercise Questionnaire form or satisfactorily completed online membership sign up via The ARC Campbelltown website (<http://www.campbelltown.sa.gov.au/arc/join>) with relevant medical conditions listed.

5.2. Where a proposed member is under 18 years, the Membership Agreement form or online membership agreement must be completed and signed/approved by the parent or guardian of the applicant, who will be bound by the membership contract. All minors must be accompanied by parent or guardian when collecting their membership card to prove consent.

5.3 If proposed member ticks 'yes' to any of the listed medical conditions they may be required to gain written medical clearance from a Doctor. The ARC may request further consultation with an Allied Health professional at any stage to ensure your safety and will notify accordingly.

5.4 The most recent Membership Agreement supersedes any prior document, verbal contract or other activity made prior.

5.5. The ARC reserves the right to refuse any membership application that violates Terms and Conditions or The ARC Conditions of Entry.

5.6 Application for membership with previous outstanding payments will be denied. All overdue fees must be paid before application will be approved.

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

5.7.1 The terms and conditions attached to each class of membership

5.7.2 Eligibility for membership of a particular class

5.7.3 Particular contract terms applying to each class of membership

5.8 Within reasonable time following acceptance of your membership application you will be able to collect your membership card from The ARC Customer Service desk. This card must be kept on your person in the facility. Failure to produce your membership card may deny you the right to make use of the facilities as a member. This card is also not be used/given to any other person for use. You must notify The ARC immediately if your card has been lost or stolen and you will be required to purchase a replacement. Violation of this clause will result in immediate cancellation.

5.9 It is your responsibility ensure the personal and financial details provided to The ARC with your membership application remain up to date at all times. Updates to your personal details must be submitted via the Change of Details form on The ARC Website.

The ARC reserves the right to refuse access until all outstanding fees are paid and the appropriate details updated with accompanying proof.

5.9.1 The most recent membership agreement or change of details request supersedes any prior documentation or verbal communication of personal or financial details.

5.10 If you join on a concession membership, you must provide valid proof of concession on joining, or present your concession card on collection of your ARC Membership card. You must ensure that up-to-date valid concession details are provided to The ARC during the entire duration of your membership.

Failure to provide appropriate proof of concession within four (4) weeks of expiry notification will result in an automatic membership upgrade to the most appropriate, standard option.

## **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 by a suspension form via The ARC Campbelltown website, at least three days prior to desired suspension commencement date. A maximum of six weeks of total suspension may be voluntarily taken in any calendar year, unless otherwise authorised at the discretion of The ARC. Your suspension request will not be actioned until you receive an approval email.

7.2 The first 30 days of suspension per calendar year incurs no fee. Any suspension beyond 30 days per calendar year will be charged at \$0.50 per day.

7.3 All suspension fees must be paid before the suspension ceases, and membership is reactivated. Outstanding suspension fees will prohibit the member from gaining access to the facility.

7.4 Membership suspension will be denied if member has previous outstanding balances. All balances must be paid before suspension approval.

7.5 Retrospective suspension applications will not be accepted. Unless, a certificate from a qualified medical practitioner, outlining the start and end date you were unable to access the facility due to medical reasons is provided. The ARC has the right to refuse any medical suspension that does not meet outlined date requirements.

7.5.1 Retrospective medical suspensions for Direct Debit members will re-credit fees paid during the period of medical incapability to your membership account. The money will not be refunded.

7.5.2 Retrospective medical suspensions for fixed term members see item 7.6.

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

7.7 If you do not notify your suspension prior to Direct Debit date, fees paid during period of suspension will be re-credited against further membership payments.

## **8.0 Membership Alterations**

8.1 Members may change their membership from type one to another, providing the original terms of the membership are still met (i.e. Twelve-month minimum term still held). For the membership

change to occur a fully completed Contract Change Request form must be completed via The ARC Campbelltown website by the membership holder.

8.1.1 All Contract Change requests must be submitted at minimum 14 days prior to the effective date of change.

8.1.2 Direct debit members must provide 14 days' notice before their date of next direct debit for the change to be effective.

8.1.3 The requested change will not be approved until you receive confirmation via email from The ARC Campbelltown.

8.2. Any contract change may only take effect at the end of the current payment period (i.e. at the end of current term for Upfront Memberships, or at the start of the following debit period for Direct Debit Memberships). Given 14 days' notice is provided.

8.3 Teen Fitness Memberships will need to upgrade to a standard membership on the day of the member's 16th birthday.

Failure to meet this requirement within four weeks of the email will result in an automatic membership upgrade to the most appropriate, standard option.

If you wish to cancel prior to 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 Request online via The ARC Campbelltown website to be submitted by the member at least 14 days prior to the final direct debit date.

Any cancellation request received within 14 days of the membership Direct Debit will be deemed inadequate notice to cancel the upcoming payment. Therefore, the payment will run in full.

9.1.1 Flexible memberships will be cancelled before the next subsequent payment.

9.1.2 Fixed term see 9.2

9.2 By making a request to cancel within your fixed minimum contractual term, you accept if your request is accepted to pay;

9.2.1 Your full membership fee in accordance with section 9.1

9.2.2 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.

9.3 No membership refunds will be issued for failure to provide adequate cancellation notice.

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

9.4.1 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

9.4.2 We make changes to your membership contract that adversely affect you.

9.5 No refunds will be issued for fees paid on or previous to date of cancellation.

## **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 dependant 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 9.0. 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.