

Membership Terms and Conditions

The Goldfields Oasis Recreation Centre, 99 Johnston St, Somerville, 6430 oasis@goldfieldsoasis.com.au (The "Centre").
The Centre is managed by the City of Kalgoorlie-Boulder (The "City"). ABN 63 711 737 609
These are the terms and conditions of the agreement (The "Membership Agreement") between you (The "Member") and the Centre.

Rights and Obligations

- Members must strictly adhere to the outlined Terms and Conditions.
- The Centre reserves the right to cancel or suspend any Membership as a result of failing to comply with any of the Terms and Conditions.
- Memberships are not able to be shared with or transferred to another person.
- All Members must allow an identification photo to be taken and stored at the time of joining for the purposes of identifying the Membership holder.
- Memberships are valid from the commencement date set out in the relevant Membership Agreement.
- Members are only entitled to use the facilities and services provided to their Membership type.
- It is the Members responsibility to ensure all payments are made in a manner consistent with the Terms and Conditions and Direct Debit Service Agreement.
- A notice period of two (2) Business Days prior to the next scheduled Membership Payment is required in order to make changes to your membership. This includes altering payment details, upgrading or downgrading membership and applying any discount.

Membership Fees

- A joining fee of \$50 is payable when the Membership Agreement commences.
- Membership Fee payments will be accepted in the form of credit card, debit card or a nominated bank account.
- American Express, travel money cards and overseas accounts will not be accepted.
- Unless Membership Fees are paid in advance Members must sign a Direct Debit Service Agreement.
- Membership Fees are subject to incremental price increases.

Fob Key

- Members will be issued a Fob Key (or access card).
- Lost, forgotten or damaged Fob Keys (or access cards) will incur a \$5.00 replacement fee. Payment must be made by the Member at the time of the request.
- Members must not let anyone else use their Fob Key (or access card) or let anyone into the Centre without the approval of Centre staff.
- Any violation of this provision is a serious breach of the Terms and Conditions and will result in the immediate cancellation of Membership.

Memberships Types

- Aquatic Memberships give full access to:
- Leisure Pool
 - 50M Lap Pool
 - Sauna
 - Spa
 - Complimentary locker usage (A \$10 fee is applicable for any lost or stolen locker keys)

Gold Memberships give full access to:

- Leisure Pool
- 50M Lap Pool
- Sauna
- Spa
- Gym*
- Compound*
- Complimentary locker usage (A \$10 fee is applicable for any lost or stolen locker keys)
- Complimentary initial health assessment
- Complimentary fitness testing
- Unlimited Complimentary gym program reviews
- 24 hour access*
- Unlimited group fitness classes*
- Access to stadium courts

*All members 18 years of age and under are subject to limitations to these benefits (See: Limitations For Members under 18)

Teen Memberships

- The eligible age range for a Teen Membership is 12 – 17 years of age.
- The Centre will automatically cease a Teen Membership once the Member turns 18 years of age.

- It is compulsory for Teen Members to attend a Fitness Appraisal accompanied by a parent or guardian prior to the commencement of exercise.
- At the age of 16 Teen Members are able to upgrade to a Gold Membership with parental consent.

Limitations for Members Under 18

- Teen Members are only permitted to access the gym area between 5am - 5pm with adult supervision.
- All Members under 18 years of age are not eligible for 24 hour access.
- Teen Members are not permitted entry into Body Pump and RPM group fitness classes unless they are 16 years of age and older.

Family Memberships

- Can be either Gold Memberships or Aquatic Memberships.
- Consist of two (2) Adult Memberships (married, spouse, de-facto) and their two (2) children under the age of 18. Extra children can be included for an additional charge of \$8.70 per week.
- Children under the age of 12 are only eligible for Aquatic Memberships.
- Children cease to be eligible for inclusion in family memberships after the child reaches 18 years of age.

Concession Memberships

- A Concession Membership is available to those over 55 years of age and older or those who hold a valid Concession Card.
- It is the responsibility of the Member to inform the Centre that they are eligible for a Concession Membership.
- Concession Memberships will only be activated upon receipt of formal identification.
- Concession Membership discounts only apply from the date of activation. No refund will apply.

Corporate Memberships

- The Centre offers Corporate Memberships for businesses and local community groups at a discounted rate of 20% off for all Membership Types.
- Proof of employment via payslip or workplace identification and approval from Centre Management is required prior to the discount being activated.
- The joining fee does not apply to pre-approved Corporate Membership groups.
- The 20% discount extends to spouse or partner and their children under the age of 18 years, providing they live at the same address, once that employee holds a valid membership

Direct Debt Terms

- By signing the Membership Agreement and Direct Debit Request, the Member has authorised the Centre to arrange for funds to be debited from the Members account.
- Membership Fees will be charged to the Members account via a third party biller EziDebit Pty Ltd ACN 096 902 813.
- EziDebit Pty Ltd will deduct the relevant amount from the nominated account at the nominated frequency subsequently thereafter.
- If the debit day falls on a day that is not a banking day, the Members financial institution may debit the Members account on the following banking day.
- The Member must keep the Direct Debit Authority in place until 28 days after the Member has given the Centre written notice to cancel the Membership Agreement.
- It is the Members responsibility to ensure the Direct Debit Authority is cancelled upon termination or expiry of the Membership Agreement.
- At any time, the Centre may change the direct debit provider, the Member acknowledges, agrees and consents to the Centre assigning all existing payment agreements to a new payment provider in accordance with this Membership Agreement.
- Removing Direct Debit Authority will constitute a breach of this Membership Agreement.
- Additional information on Direct Debits can be found in EziDebit's Direct Debit Request form

and the associated Service Agreement an electronic copy of this can be found at ezidebit.com.au

Members Should Check:

- With the Members financial institution to check whether direct debiting is available from the nominated account, as direct debiting is not available on all accounts offered by financial institutions.
- Whether the account details which the Member has provided to the Centre are correct.
- With the Members financial institution to check whether the amounts debited are correct.

Defaulted payments

- It is the Members responsibility to ensure that there are sufficient clear funds available in the nominated account to allow a debit payment to be made in accordance with the Direct Debit Request.
- If there are insufficient funds in the nominated account to satisfy a Direct Debit payment the Member may incur fees from your financial institution and the Centre.
- A failed payment fee of \$5 will be charged to the Member by the Centre in the event a payment fails.
- The failed payment remains due and payable by the Member
- The Centre reserves the right to suspend access or cancel a membership due to unpaid Membership Fees at any time.
- 24 hour access will be automatically suspended while the Members account is in arrears.
- Outstanding payments may result in further debt recovery action.
- The Member may incur additional fees if your outstanding fees are passed to a third party for further debt recovery action.

Direct Debit Disputes

- If the Member believes that there has been an error in debiting the nominated account, the Member should notify the Centre directly in writing as soon as possible.
- If the Member wishes to notify the Centre about anything relating to this Membership Agreement, notice should be given in writing.
- Any notice will be deemed to have been received on the third banking day after posting.

Cancellation and Suspension

- A notice period of Twenty Eight (28) days applies to cancellation of all Membership Agreements.
- A notice period of Two (2) days prior to the next scheduled payment is required for Membership suspensions.
- Memberships must be cancelled/suspended in writing by completing a Customer Request Form or cancellation requested via email to oasis@goldfieldsoasis.com.au
- Customer Request Forms are available at Oasis reception or www.goldfieldsoasis.com.au
- Completed Customer Request Forms are to be returned to Oasis reception, emailed to oasis@goldfieldsoasis.com.au or submitted online through the Member Portal at www.goldfieldsoasis.com.au
- Cancellations/Suspensions will not be accepted through SMS or social media channels.
- Members will not be reimbursed the joining fee upon cancellation of a Membership Agreement.
- In the event of a cancellation of a paid in full Membership, no refunds will be given except for at the discretion of Centre Management.
- Refunds, if granted, will be calculated on a pro-rata basis from the date that the application is received, and are solely at the discretion of the Centre.
- Members with outstanding debt are unable to request a suspension until the outstanding amount is paid in full.
- The minimum suspension period is 7 days and the maximum suspension period is 12 weeks.
- Membership payments will automatically re-commence from the nominated account or card once the suspension period has ended.
- An early return from suspension is permitted and the pro rata amount will be added to the

- next scheduled membership payment.
- A suspension cannot be imposed during the 28 day notice period to avoid scheduled membership payments.

Cancellation/Suspension of Membership/ Access by the Centre

- The Centre may cancel this Membership Agreement or Suspend access to the Centre if the Member commits a breach of this Membership Agreement.
- If the Centre Cancels the Membership Agreement, the Centre reserves the right to retain a proportion of any money which has been paid under this Membership Agreement to cover any reasonable costs.

Cooling Off Period

- A cooling off period of 7 days applies for all membership types.
- The 7 day period starts at 12pm (Midday) the day after the commencement of the agreement and subsequently ends at 12pm (Midday) 7 days later.
- The 28 day notice period will not apply to cancellation of memberships during the cooling off period.

Termination of Membership Agreements During the Cooling Off Period

- A Member may terminate a Membership Agreement without cause or reason during the cooling off period.
- The Member terminates the agreement with the Centre by giving the Centre written notice of the termination.
- The Centre must refund to the Member the fees and other amounts paid by the client to the supplier under the agreement, less —
 - if the Centre has supplied a fitness service to the Member and the Member has not paid for the service — the cost of providing the service; and
 - a reasonable administration charge (if any).
- The Centre must pay the refund to the Member within 14 days of the Member terminating the agreement.

Privacy

- All customer and financial institution information held by the Centre will only be disclosed where it is necessary to process payments, investigate and resolve disputes or is otherwise required by law.
- Photographs and video footage are only permitted in accordance with the Centre's Photography Policy which is available upon request.
- Strictly no photographs and video footage is permitted in change rooms.
- By entering into the Membership Agreement, the Member acknowledges that when accessing the Centre the Member will be subject to video and audio surveillance and consent to such surveillance being taken, held and reviewed. Additionally, the Member allows for their image, recording or likeness to be used for any legitimate purpose by the Centre.

Changes to Code of Conduct and Terms and Conditions

- The Centre reserves the right to alter the Centre's Code of Conduct and Terms and Conditions at any time.
- Members must adhere to the Centre's Code of Conduct and Terms and Conditions as varied from time to time, irrespective of whether those terms formed part of the Code of Conduct and Terms and Conditions at the time of signing this Membership Agreement.
- Members will be informed via email of any change to the Centre's Code of Conduct and Terms and Conditions. The new terms will become effective automatically after the date outlined in any correspondence.
- It is the Members responsibility to ensure the Centre has the most up to date contact details.
- If Members do not agree to a material change, modification or update to the Centre's Code of Conduct and Terms and Conditions, Members may cancel their Membership agreement by following the cancellation procedure outlined in these Terms and Conditions.