



# MEMBERSHIP VARIATION

ABN 12 196 299 070

Title: \_\_\_\_\_ Name: \_\_\_\_\_  
Membership number: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email address: \_\_\_\_\_

## MEMBERSHIP SUSPENSION

Suspension start date: \_\_\_\_\_ Suspension end date: \_\_\_\_\_  
Total suspension period: \_\_\_\_\_ Supporting documentation attached:   
Reason for suspension: \_\_\_\_\_

## MEMBERSHIP UPGRADE

Current membership: \_\_\_\_\_  
New membership: \_\_\_\_\_  
Upgrade start date: \_\_\_\_\_ Upgrade cost: \$ \_\_\_\_\_

## MEMBERSHIP TRANSFER

Membership type: \_\_\_\_\_  
New member name: \_\_\_\_\_  
Membership period remaining: \_\_\_\_\_ Transfer date: \_\_\_\_\_  
Membership form completed for new member:

## MEMBERSHIP CANCELLATION

Membership type: \_\_\_\_\_  
Reason for cancellation (If applicable): \_\_\_\_\_  
Cancellation date: \_\_\_\_\_ Supporting documentation attached:

## MEMBERS DECLARATION

I declare that I am submitting this Membership Variation form for the above detailed purposes and agree to all relevant terms and conditions for this variation (including costs), which I have read and understood.

Member sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian sign (U/18s): \_\_\_\_\_ Date: \_\_\_\_\_

## OFFICE USE ONLY

Application lodged with: \_\_\_\_\_ Date: \_\_\_\_\_  
Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

## IF APPLICABLE

Old expiry date: \_\_\_\_\_ New expiry date: \_\_\_\_\_  
Fee paid:  Relevant alterations made to direct debit billing account:  Request for refund:

# BOLD PARK AQUATIC - MEMBERSHIP TERMS & CONDITIONS

## 1. Membership Card

1.1 A member agrees to show their membership card each and every time they enter Bold Park Aquatic and at any other time when requested by an authorised staff member.

1.2 Where a member loses their card, it is the responsibility of that member to advise the Centre immediately. The member is also required to pay the current fee for a replacement card.

## 2. Membership Expiry Date

2.1 Whilst every effort is made to advise members of their membership expiry date, it is the responsibility of each member to ensure his or her membership is current.

## 3. Membership Rights

3.1 A member shall possess no greater right to class access than a casually paying person, where numbers exceed maximum level. A first come rule will apply to all classes.

3.2 All members agree to have their photo taken and stored on the Centre's computer system for membership security purposes.

3.3 Members shall receive a 15% discount on Crèche multi-passes, as well as a 10% discount on full priced Swim Shop purchases.

## 4. Member Details

4.1 A member must advise the Centre should any of their personal details change in the future.

4.2 As a member of Bold Park Aquatic, you will receive emails from the centre from time to time. You can unsubscribe to these emails, however if you do, you will not receive reminder notifications of your membership expiry, news about Bold Park Aquatic, notice of change of summer/winter hours, or details of special offers presented by Bold Park Aquatic. If you do not provide an email address upon joining, you also cannot receive this communication.

## 5. Membership Access

5.1 A membership gives access only to the option/s nominated and paid for at the time of purchase. The Centre reserves the right to cancel a patron's membership if they are found to be using other facilities which they have not paid for.

5.2 Off-Peak memberships entitle the member to use the pools only on weekdays between the hours of 9.00am and 3.00pm. Off-Peak memberships exclude all group fitness classes.

## 6. Age Limits

6.1 If a membership applicant is less than 18 years of age, a parent or guardian is required to sign the declaration.

6.2 The minimum age to attend fitness classes is 14 years.

## 7. Cancellations of Classes/Activities

7.1 Bold Park Aquatic management retain the right and authority to alter and/or cancel any class, activity, program, membership and access to facility space.

## 8. Member Property

8.1 The Town of Cambridge and Bold Park Aquatic will not be responsible for any loss, damage or injury to you and those in your care, which arises from your use of the facilities, equipment or programs, or the negligence of any person other than Bold Park Aquatic staff, its servants, agents, independent contractors or volunteers.

## 9. Member Behaviour

9.1 Abusive and/or offensive language/behaviour towards staff or other patrons will not be tolerated. Such behaviour may result in the instant termination of your membership and the forfeit of any fees.

## 10. Membership Suspensions

10.1 Suspensions are available on all memberships.

10.2 Members need to complete a suspension form and submit the current suspension fee to the Centre, before the suspension can commence.

10.3 Proof of the reason for the suspension is required to be submitted with the suspension form (e.g. medical certificate, flight itinerary, accommodation confirmation etc).

10.4 When monthly debit memberships are suspended, the monthly debits will also be suspended.

10.5 The minimum suspension period for up front memberships is seven (7) days. The maximum suspension period is six (6) months.

10.6 Suspensions on monthly debit memberships must be in 30 day or one (1) month increments. Therefore, the minimum suspension period is 30 days (or 1 month) and the maximum is six (6) months within each twelve (12) month period.

10.7 Bold Park Aquatic management retains absolute discretion in the granting of membership suspensions.

10.8 A membership may have a back dated suspension period added if the member produces a medical certificate for that period, within four weeks of the absence. Normal suspension conditions apply.

10.9 To reduce or extend a suspension period, the member must inform the Centre prior to the suspension period's completion date.

## 11. Membership Transfers

11.1 Members are able to apply to transfer any remaining time on their Up Front membership to another person.

11.2 Membership transfers will be granted at management's discretion.

## 12. Membership Upgrades

12.1 Members can upgrade their membership to include the second option or to change from off peak to a peak membership.

12.2 In order to upgrade an Up Front membership, a member must pay the total difference between the original membership and the future membership.

12.3 Upgrades on Monthly Debit memberships, must be commenced at the start of the member's monthly cycle and pay the difference up front for the first month.

12.4 No downgrades are available.

## 13. Flexible Monthly Direct Debit Membership Conditions

**13.1 A Flexible Monthly Debit Membership is an ongoing membership agreement. The agreement will continue until either you or Bold Park Aquatic terminate it in writing. Monthly Debit memberships require the start-up fee and initial monthly payment to be paid up front. Further payments will then be debited from the member's designated credit card or bank account on a monthly basis until the membership is cancelled. If you stop the automatic debit arrangement without properly terminating your membership agreement, then you may be liable to Bold Park Aquatic for damages for breach of contract.**

13.2 Any change of credit card or bank account details must be provided to the Centre immediately, to prevent any payments from failing. If a payment does fail for this reason a rejection fee applies.

13.3 In the case of insufficient funds at the time of debit, a rejection fee applies, even though a fee may also be charged by the financial institution.

**13.4 Monthly debit fees may incur a nominal annual increase in July of each year, as approved by the Town of Cambridge Council.**

## 14. Membership Cancellations & Refunds

**14.1 The membership agreement is subject to a 48 hour cooling-off period, as per the Fitness Industry Code of Practice. If the membership is cancelled within this period, a refund of monies will be calculated based on casual use of the facilities and the current administration fee.**

**14.2 Monthly debit memberships can be cancelled as desired; however 30 days' notice must be given. If a payment is due within this time, it will be debited as normal.**

14.3 An Up Front member agrees to be a member of Bold Park Aquatic for the full twelve (12) month period. No refunds or cancellations after the 48 hour cooling-off period will be accepted without the grounds of extenuating circumstances that will disallow the member to continue use of their membership. For example, serious illness or injury, or moving 20km or more away from Bold Park Aquatic. Proof of the extenuating circumstance will be required for management's consideration.

14.4 Cancellations remain at the discretion of the Centre Management.

14.5 All applications for membership cancellations must be presented in writing to the Centre. If a cancellation is granted and a refund is necessary, the member will be charged pro rata for their time used.

14.6 An administration fee will apply to all Up Front membership cancellations. Ask at reception for the current fee.