

Membership agreement

WANNEROO AQUAMOTION ('Aquamotion')

Terms and Conditions

Before You enter into this Membership Agreement, please read it carefully as it outlines Your rights and obligations as an Aquamotion member. By signing this Membership Agreement, you acknowledge and agree that You were provided a copy of these Terms and Conditions and You have read and understood this Membership Agreement prior to accepting and signing this Membership Agreement.

If You do not correctly sign this Membership Agreement as indicated herein, or as advised by an Aquamotion team member, You are deemed to have accepted the terms & conditions set out in this Membership Agreement and agree to be bound by them if You attend and/ or use the Facilities and Services.

Definitions

In these Terms and Conditions, unless the context state otherwise:

Applicant means the person who applied for a membership and is named as the member in Your Membership Details.

Application means Your request for membership to Aquamotion.

Aquamotion means Wanneroo Aquamotion Gym located at 19 Civic Drive, Wanneroo, WA 6065.

Aquamotion Member means a person who has been granted a Membership by Aquamotion.

City of Wanneroo Council approved Schedule of Fees and Charges means the Schedule of Fees and Charges (as amended from time to time) found on the City of Wanneroo's website.

Cooling Off Period means the period during which you may terminate this Membership Agreement in accordance with the Regulations.

Facilities and Services includes Aquamotion premises and all exercise areas, bathrooms, equipment, weights, benches, machines, mats and any programs, products, classes and services, including but not limited to personal training, that You may use, subject to Your Membership Type applied for and granted to You.

Guardian means the parent or legal guardian of the Applicant, if the Applicant is under the age of 18 years at the time of entering into this Membership Agreement, who has entered into this Membership Agreement on behalf of the Applicant.

Manager means the person(s) nominated by Aquamotion as the 'manager' from time to time to manage the day-to day-operation of Aquamotion.

Member Induction means an Aquamotion orientation and induction program.

Membership Agreement means this document and these Terms and Conditions which govern your Membership.

Membership means a membership held by a Member to use and access Aquamotion Facilities and Services on the terms and conditions contained in this Membership Agreement.

Membership Cancellation Form means the Membership Cancellation Form (as amended from time to time) available on the Wanneroo Aquamotion website.

Membership Card means a membership card that allows You to access Aquamotion.

Membership Details means the details provide by You to sign up to a Membership.

Membership Fee means the fees paid by You, as set out in City of Wanneroo Council approved Schedule of Fees and Charge to allow You access to use the Facilities and Services.

Membership Term means the period of time as indicated in Your Membership Details.

Membership Type means Your membership type as set out in Your Membership Details.

Ongoing Membership means a membership that is sustained through a recurring direct debit basis.

Operating Hours means the following operating hours of Aquamotion:

- Monday to Thursday 5:30am – 8pm
- Friday 5:30am – 7pm
- Saturday and Sunday 7:30am – 5pm (after the last weekend in September to Easter)
- Saturday 7:30am – 3pm and Sunday 8am – 3pm (immediately after Easter to the last weekend in September)
- Saturday and Sunday 7:30am – 5pm

Regulations means the Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA).

Staffed Hours means the operating hours of Aquamotion when a staff member is present.

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Tailgating Fee means the fee payable by You for allowing another person access to Aquamotion without permission.

Terms and Conditions means the terms and conditions set out in this Membership Agreement, as amended from time to time.

Unauthorised Emergency Fee means the fee payable by You for the misuse use of the Emergency Exists/ Duress System/ Assistance Alarm as set out in City of Wanneroo Council approved Schedule of Fees and Charges.

Unpaid Fees means any and all fees You have not paid in accordance with this Membership Agreement.

Upfront Membership means a membership that is fully paid in advance for a fixed period of 3 or 12 months.

You means the person named as the member in Your Membership Details, or in case of an Applicant under the age of 18 years that Applicant's Guardian and the Applicant (jointly and severally).

Your Membership Details means the detail gathering form to which these Terms and Conditions are annexed.

Membership

1. Aquamotion reserves the right to refuse entry to any person for any reason in its absolute discretion.
2. Subject to Aquamotion, in its absolute discretion, granting You a Membership, You are entitled to use the Facilities and Services of Aquamotion, conditional on Your Membership Type and for the Membership Term granted by Aquamotion and on these Terms & Conditions.
3. Whilst every effort is made to advise You of Your Membership expiry date, it remains Your responsibility to ensure that Your Membership is current.
4. Aquamotion recommends that You undertake a Fitness Appraisal and a Workout Demonstration prior to using its Facilities and Services.
5. You must fill out a change of details form should any of Your personal details change in the future. (Forms are available from Wanneroo Aquamotion Gym reception).

Membership Type

6. Aquamotion grants You use and access to its Facilities and Services in accordance with the Membership Agreement between You and Aquamotion.
7. You are only permitted to access and use the Facilities and Services as provided for by Your Membership Type and for which You have paid for. Aquamotion reserves the right to cancel Your membership if You are found to be using Facilities and Services at Aquamotion You have not paid for.

Members under 18 years of age

8. If an applicant is under 18 years of age, a Guardian is required to sign this Membership Agreement. A Guardian will be responsible for that Membership. Furthermore:
 - a. Members must be at least 13 years of age, and approved by the Health and Fitness Team Leader
 - b. If You are aged between 13 and 15 years (inclusive) You must be supervised by a Guardian at all times when using Aquamotion's Facilities and Services. You are only allowed to use the Facilities and Services during Staffed Hours, use of the Facilities and Services outside these hours is not permitted by You even if accompanied by Your Guardian.
 - c. If You are aged between 16 and 17 years (inclusive) You may attend without the supervision of a Guardian and may only use the Facilities and Services during Staffed Hours, use of the Facilities and Services outside these hours is not permitted by You even if You are accompanied by a Guardian.

Suspension of Membership

9. You may apply for Your Membership to be suspended, however not all memberships can be suspended. Minimum and maximum membership suspension periods apply, they are as follows:
 - a. 30 days for 30 dollars (\$30) – no membership suspension applicable.
 - b. Three month memberships – minimum one week. Maximum four weeks.
 - c. Twelve month memberships – minimum one week. Maximum eight weeks.
 - d. Ongoing memberships – minimum one week. Maximum eight weeks.
10. You will need to complete and submit a request for suspension form to Aquamotion at least 7 days prior to Your proposed suspension date.
11. Aquamotion retains absolute discretion in the granting of membership suspension periods as well as any request to reduce or extent an approved extension period.
12. A membership may have a backdated suspension period added if You are able to produce a medical certificate for that

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- period. Aquamotion retains absolute authority to grant or reject any backdated membership suspension applications.
13. To reduce or extend a suspension period, You must inform Aquamotion in writing prior to the suspension period's completion date.

Upgrade of Your Membership

14. To upgrade Your Membership, You must:
 - a. complete an upgrade form and submit a fee (as per City of Wanneroo Council approved Schedule of Fees and Charges) to Aquamotion prior to the upgrade effect; or
 - b. pay the total difference between the original membership and the future full priced membership.
- Downgrades are not available for 3- or 12-month upfront memberships.

Membership Card

15. At Your Membership Induction You will be issued with Your Membership Card, which is issued to You personally and must not be shared for any reason with any other person.
16. You shall show Your Membership Card each and every time You enter Aquamotion.
17. You are required to present Your Membership Card, at any time, when requested to do so by Aquamotion authorised staff.
18. Should Your Membership Card be lost or stolen, You can purchase a replacement card (as per City of Wanneroo Council approved Schedule of Fees and Charges).

Health and Safety

19. You acknowledge and confirm that it is Your responsibility to ensure that You are in good physical condition and know of no medical or other reason why You should not use the Facilities and Services.
20. You acknowledge and agree that if You are unsure as to Your health You will not use the Facilities and Services until You have sought appropriate medical guidance and been cleared by Your medical practitioner to use the Facilities and Services.
21. You represent to Aquamotion, its employees, instructors and its agents that You are physically capable of and there is no medical reason to prevent You from proceeding with the use of the Facilities and Services without endangering Your health. You acknowledge and confirm that You make this representation each and every time You use the Facilities and Services.
22. Aquamotion recommend You undertake a Fitness Appraisal and a Workout Demonstration prior to commencing use of the Facilities and Services at Aquamotion.
23. You are to detail any medical conditions, either past or present which may affect Your ability to safely participate in Your membership and exercise routine in your appraisal appointment or to Aquamotion staff. By providing this information You declare that the information given will be true and accurate and not misleading in any way.
24. You acknowledge and agree that You will not use the Facilities and Services if You are suffering from any illness, disease, injury or other condition, You are aware of, that could be a risk to Your health or safety or that of any other Member.
25. An Aquamotion instructor may request that You provide a written 'fit for exercise' medical clearance from a medical practitioner before proceeding with an exercise program. Failure to provide a medical clearance may result in the cancellation of Your membership by Aquamotion. There will be no refund given for services provided up until the requirement of a medical clearance. Any refund for prepaid membership services left unused following the cancellation will be at the discretion of the Aquamotion.
26. As a Member You are entitled to have a fitness appraisal and personalised workout during Your membership. Members are entitled to an appraisal once every three months free of charge.
27. You acknowledge that strenuous exercise poses an inherent risk of harm if You are not versed in the correct use of Aquamotion's Facilities and Services or are not in good health or have a pre-existing medical condition or injury. If in doubt, You should consult with Your medical practitioner, before using Aquamotion's Facilities and Services.
28. Aquamotion may suspend or cancel, in its absolute discretion, Your Membership if Aquamotion has reason to suspect that You have not complied with these subclauses.
29. You acknowledge and agree that Your use of the Facilities and Services is at Your sole risk and responsibility and that You will not use the Facilities and Services if you are not medically or emotionally fit to do so.
30. You acknowledge that You will notify Aquamotion Staff of any equipment issues that occur whilst using the Facilities and Services outside of Staffed Hours by completing an online maintenance form, located on the 24/7 information board. You acknowledge that You will place an "out of service" tag on the aforementioned Facilities and Services to be addressed by Aquamotion staff in the Staffed Hours.

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Assumption of Risk/ Injury and waiver of Claims

31. You acknowledge that Aquamotion operates unstaffed at certain times and during these times there will be no qualified team members present on site to help or assist You in using its Facilities and Services or to provide advice on exercises or training parameters.
32. You acknowledge and accept that You are at risk of sustaining injury, permanent disability, or death while using Aquamotion's Facilities and Services.
33. You acknowledge that You will not hold Aquamotion, their respective owners, employees, volunteers, agents and/ or officers responsible or liability for any personal injury, damage or loss of property which may result while You are on Aquamotion's premises or that may arise while using Aquamotion's Facilities and Services.
34. You acknowledge that Aquamotion gives no warranties in respect of the Facilities and Services it provides. You hereby release, indemnify and keep indemnified Aquamotion from any injury or loss suffered by You while on any of Aquamotion's premises or arising in any way out of the use of the Facilities and Services provided by Aquamotion.
35. You acknowledge and warrant that You may be held responsible for any and all damages (whether direct or indirect) that You may cause to any and all of Aquamotion's Facilities and Services.

Your obligations

You agree and warrant:

36. If You have 24-hour access to undertake and complete the Member Induction to familiarise Yourself with the access, layout, Facilities, Services, entries, and emergency exits at the Aquamotion's premises.
37. That You will not misuse Aquamotion's emergency systems. You agree that if you are found to have misused the emergency systems, You will be liable to reimburse Aquamotion for any costs, loss or damage incurred by Aquamotion including the Unauthorised Emergency Fee as a result.
38. To abide by any direction or instructions given on any signs, posters placed in Aquamotion's premises. You agree that any breach of those instructions/ directions constitutes a breach of this Membership Agreement.
39. That You will not allow any non-member to access Aquamotion. Any violation of this obligation may result in the cancellation of Your Membership and You will be charged the Tailgating Fee.
40. That You must fill out a change of details form should any of Your personal details change. (Forms are available from Wanneroo Aquamotion Gym reception).
41. That a first come rule applies to all classes held at Aquamotion and that You as a member shall possess no greater right to class access than a casually paying member.
42. You will not allow any form of private business within Aquamotion Facilities and Services without prior written consent from Aquamotion.
43. That no Personal fitness trainers or sports coaches are permitted to advise or train members, clients or casual patrons of Aquamotion without obtaining prior written consent from Aquamotion.
44. That it is Your responsibility to ensure that Your Membership has not expired.
45. That Aquamotion has a no towel no entry policy. You must bring a towel to every workout and place it on upholstery of equipment and wipe down the equipment after each use.
46. That You are only allowed to consume water in the gym or group fitness areas, no other food or drinks are permitted in these areas.
47. That You must wear appropriate gym wear and enclosed shoes when using the Facilities and Services.
48. That You will not drop weights or weight stacks in such a way that possess a risk to the safety of Aquamotion's employees or Members. The improper use or misuse of any fitness equipment will not be tolerated. Furthermore, the practice of not sharing equipment with other Members is not considered fair and reasonable. Should you not comply with this clause Aquamotion may at its discretion cancel Your Membership or use of Aquamotion's Services or Facilities without any refund being applicable. Aquamotion may also refuse You entry to its Services and Facilities on a casual fee basis or free visit pass.
49. You are not to behave or act in such a way that may be interpreted by Aquamotion as abusive and/ or inappropriate towards its staff and/ or other Members, such behaviour or actions will not be tolerated by Aquamotion. Should You not comply with this clause Aquamotion may at its' discretion cancel Your Membership or use of Aquamotion's Services or Facilities without any refund being applicable. Aquamotion may also refuse You entry to its premises and use of its Services and Facilities on a casual fee basis, free pass and/or promotional initiative at any future time.

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Member Acknowledgement

You acknowledge that:

50. Aquamotion may alter, and/ or cancel any class, activity program or access to facility space. In the instance of cancellation or alteration, Aquamotion retains the absolute authority to grant or reject any membership extension application.
51. 24-hour access applies to Aquamotion Gym only. Access and use to other Facilities and Services at the premises will only be available during Operating Hours.
52. 24-hour access is available only to Members. Casual patrons are only allowed access and use of Aquamotion's Facilities and Services during Operating Hours.
53. Members or non-members aged 17 years or under are only allowed access and use of Aquamotion's Facilities and Services during Operating Hours.
54. CCTV will be installed in appropriate areas. This will be monitored by staff to provide a safe environment for members and for crime prevention. You agree that when entering Aquamotion, You will be subject to video and audio surveillance.
55. Ongoing memberships are subject to an annual price review in accordance with the City of Wanneroo council approved and endorsed schedule of fees and charges.

Cancellations, Refunds and Transfers

You agree:

56. This Membership Agreement is subject to a Cooling Off Period of 7 days which starts on the day when the Membership Agreement is signed and ends 7 days after the day from when the Membership Agreement is signed. To terminate your Membership during the Cooling Off Period you must do so in writing to Aquamotion prior to the end of the 7-day time period. If you terminate your Membership during the Cooling Off Period you will be refunded all monies paid by you prior to termination.
57. Membership Fees for ongoing memberships will continue to be debited from Your nominated bank account or credit card until You or Aquamotion cancels the arrangement. You must provide 30 days written notice in order to cancel Your Membership. If You terminate this Membership Agreement or stop the direct debit in a manner not described in this Membership Agreement, then You may be liable to The City of Wanneroo for damages or breach of contract.
58. No refund or cancellation will be given for Upfront Memberships without grounds of extenuating circumstances that will disallow You from continuing to use Your Membership. The following two circumstances are extenuating circumstances by Aquamotion:
 - a. medical conditions with supporting documentation; or
 - b. when You move outside of the Perth metropolitan area.
59. Aquamotion retains the absolute authority to grant or reject any refund or cancellation application.
60. All applicants for membership refunds and/ or cancellations must be presented to Aquamotion in writing with any supporting documentation.
61. If a cancellation is granted and a refund is approved, You will be refunded a pro-rata amount from the date of the application request.
62. Direct debit memberships are not transferable or refundable.
63. Bulk tickets, casual passes, personal training packages, programmed activities and/ or any other activity are not transferable.
64. Fully paid memberships are transferable. You will need to complete a transfer form and submit a fee (as per City of Wanneroo Council approved Schedule of Fees and Charges).
65. Transfers of memberships will not be approved without grounds of the aforementioned extenuating circumstances that will disallow You from continuing to use Your membership. Aquamotion retains the absolute authority to grant or reject any transfer application.