



Aqualink Box Hill

📍 Surrey Drive,
Box Hill VIC 3128
☎ 9843 2900

Aqualink Nunawading

📍 Fraser Place,
Forest Hill VIC 3131
☎ 9878 4576

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE TICKING THE BOX CONFIRMING THAT YOU AGREE TO IT. BY SUBMITTING YOUR MEMBERSHIP APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

Membership

1. Upon submitting this membership application you will become a member of Aqualink (ABN: 39 549 568 822) whereby the name 'Aqualink' refers to both Aqualink Box Hill and Aqualink Nunawading. These terms and conditions (terms) including the terms and conditions of entry at Aqualink, compromise a contract between you and Aqualink which is necessary and reasonable for offering access to Aqualink's centres, facilities and services. You acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by Aqualink with respect to the conduct and management of each centre as amended from time to time. You agree to follow any rules and/or directions set by Aqualink in connection with each centre and you understand that if you fail to comply with any such rules or directions Aqualink reserves the right to cancel your membership. You will not be permitted to access Aqualink centres, facilities and services and no refund will be given.
2. Aqualink reserves the right to use your information for internal marketing purposes only.

Membership Minimum Term

3. There is no minimum term for Aqualink perpetual memberships (direct debit). You may terminate your Aqualink membership by submitting a cancellation request in accordance with clause 8. Aqualink term memberships (upfront) have a fixed end date from the membership start date depending on the term period agreed and do not require a cancellation request as the membership will automatically expire at the end of the term period.
4. Cooling Off Period; you have a right to cancel your membership within 72 hours of signing a new contract. You are required to submit a cancellation request in accordance with clause 8. Cancellation requests received within the cooling off period are eligible for a refund of membership fees paid to Aqualink.

Membership Changes/Upgrades

5. Members are unable to downgrade their original membership plan within their first 30 days.
6. Members wishing to upgrade their membership access within the first 14 days will be required to pay any difference in the membership fee.
7. Term memberships are transferable subject to approval from Aqualink.

Membership Cancellation

8. Your membership may be terminated by submitting a request to cancel from available via Aqualink's website or visiting an Aqualink centre. Request to cancel must be submitted by the last Monday of the current billing period. Upon submission of a cancellation request, your membership will remain active and you will continue to have access to Aqualink's facilities and services up until the end of the current billing period.
9. Upfront or Term Memberships, the membership will automatically expire after the designated period or length of membership purchased. Should a member be forced to abandon their membership due to illness or change of residency, Aqualink will offer a refund given that valid documentation is provided. This is pro-rata based on the balance of the membership, less the 3 month minimum term and a \$60.00 administration fee.
10. Non-attendance does not imply cancellation, if a valid cancellation request is not received. Membership is not based on visitation, refunds will not be issued for non-attendance.

Membership Freeze (Suspension)

11. Your membership may be placed into freeze by submitting a freeze request. Membership freezes will have a start date and end date, with your membership automatically reactivating thereafter. Freeze requests cannot be accepted without a valid start and end date. If your membership is in arrears or has an outstanding payment a freeze request will not be accepted until outstanding balance has been paid. You can submit a suspension request by using the 'Member Portal' via Aqualink's website or visiting an Aqualink centre.
12. Memberships can be frozen from a minimum of 7 days, whereby you will not be charged for your regular membership fee for the duration of your freeze period. Term memberships have a maximum freeze period allowed; 3 month term maximum 7 days and 12 month term maximum 42 days.

Price Increases and Changes to Membership

13. Aqualink will make reasonable efforts to give all members a minimum of 30 days' notice of any changes to the price or structure of their membership. These efforts will generally include notifying members in writing (based on their contact details in Aqualink's membership database) and/or other communication channels. You authorise Aqualink to increase any debit from your nominated bank account or credit card in line with this increase. By completing and signing the Direct Debit Agreement you agree to all the terms and conditions, including any fee increases.

Direct Debit Payments

14. Memberships are only available through payment via direct debit to VISA, Mastercard, Savings or Cheque Accounts. The City of Whitehorse on behalf of Aqualink will debit the bank account / credit card nominated in the schedule of this direct debit authorisation as specified. The debit user may, by prior arrangement, vary the amount or frequency of future debits. An admin fee of \$0.10 per billing cycle is applied to each Direct Debit Membership. Debits from the nominated account will be processed fortnightly on a Thursday (or the next business day if that falls on a public holiday) as payment in full for the following fortnight.
15. Direct debits normally occur overnight; however transactions can take up to 5 business days depending on your financial institution. You acknowledge and agree that sufficient funds will remain in the nominated account / credit card until the direct debit amount has been debited from the account / credit card and if there are insufficient funds available, you agree that the City of Whitehorse will not be held responsible for any fees and charges that may be charged by your financial institution.
16. If a debit is returned unpaid by your financial institution, you will be responsible for payment of the debt plus an additional \$5.00 for returned fees and administrative costs. The City of Whitehorse will be authorised to notify any debt collection / credit-reporting

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agency upon default by you in regard to any obligation under this Contract. Should this occur, at the City of Whitehorse's sole discretion, it may terminate your contract. The City of Whitehorse is further authorised to add any further amount to the outstanding debt that might be reasonably incurred by them in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred.

Privacy

17. The personal information requested on this form is necessary to administer your direct debit membership and to manage and provide membership services. This information will be used solely by Aqualink and Whitehorse City Council for that / those primary purpose(s) or directly related purposes. The intended recipients of the information are Council officers, authorised external service providers, contractors and consultants. Council may disclose the information to law enforcement agencies, courts and other organisations authorised to collect it. Individuals have a right to seek access to their personal information and make corrections by using Aqualink's Online Client Portal or emailing Aqualink at aqualink.enquiry@whitehorse.vic.gov.au. You may view Council's Privacy Policy on our website www.whitehorse.vic.gov.au or obtain a copy from any of the Council offices.

Liability

18. To the extent permitted by law, Aqualink and the City of Whitehorse shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. Aqualink and the City of Whitehorse are not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the Centres at your own risk.

Risk Warning and Waiver

19. Your participation in the recreational activities supplied by Aqualink may involve risks which can result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may have. By submitting this membership application, you acknowledge, agree and understand that participation in recreational services provided by Aqualink may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

Disclosure of Medical Conditions

20. You warrant that prior to utilising Aqualink centres, facilities and services you;
- Are and must continue to be medically and physically fit and able to use the centres facilities and services
 - Are not a danger to yourself or to the health and safety of others; and
 - Are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to utilise the centres facilities and services
- You acknowledge that you must, and you agree that you will disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that Aqualink relies on this information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during use of Aqualink's facilities and services before you leave the centre.

Standards of Behaviour

21. You agree that for the duration of your Aqualink membership you must;
- At all times comply with Aqualink conditions of entry while in, at or around Aqualink's centres';
 - Comply with these Terms of your Aqualink membership;
 - Not act in a manner unbecoming of an Aqualink member or prejudicial to the reputation of Aqualink;
 - Not do anything to negatively impact or affect the image, goodwill, name or reputation of Aqualink; and
 - Not abuse, threaten, harass, discriminate against, assault, fraudulently misrepresent or otherwise materially detrimentally impact or effect any Aqualink Representative, member or guest.

Activity Identification

22. Members who qualify and wish to use the spa / sauna or steam (AQN only) are issued with a wristband at reception which must always be worn on your wrist. Group Fitness participants in aqua classes are issued with a wristband at reception which must be worn on your wrist during participation. All group fitness participants must present themselves to the instructor prior to each class for attendance. Participants are not permitted to enter a class once a class has commenced.
23. Members must be able to identify themselves and carry their membership ID (member wristband or card) upon entry into the gyms. All members must present this ID at reception or scan in on the member gates or turnstiles upon each entry to either Centre. Lost, damaged or misplaced cards / wristbands are re-issued for a fee of \$10.00.

Lost Property

24. While efforts are made to ensure the safety of users personal belongings, Aqualink takes no responsibility for your personal belongings. You agree at all times you are responsible for your equipment and personal belongings. Members have use of lockers at the centres, as part of your membership.

Facility Access

25. Facility access is subject to change at Aqualink's absolute discretion without notice. During major events, members may have limited access to facilities including pools, classes and other products and services. Aqualink does not offer compensation to members in such incidences.