



## **NORTHCOTE AQUATIC AND RECREATION CENTRE MEMBERSHIP TERMS**

### **1. THE AGREEMENT BETWEEN YOU AND US**

#### **2. INTRODUCTION**

These Terms & Conditions, together with the [Group Fitness Booking Rules](#), [Conditions of Entry](#), and [Direct Debit Service Agreement](#) and the ACL Exclusion Notice govern conditions of entry and participation within the Northcote Aquatic and Recreation Centre (“NARC”), operated by Clublinks Management Pty Ltd or any other entity nominated by the Darebin City Council as the operator of NARC from time to time (“Clublinks”) on behalf of the Darebin City Council. It is important that you have read and understood all the terms and conditions before agreeing to this Agreement. Clublinks, on behalf of the Darebin City Council, reserves the right to amend these terms and conditions as needed in accordance with paragraph 28. Clublinks, on behalf of the City of Darebin, also retains absolute discretion to reject entry or participation at NARC for any person that does not adhere to these terms and conditions, Conditions of Entry and the Group Fitness Booking Rules.

**THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD**

#### **3. PARTIES TO CONTRACT**

The organisation providing the service for which you are paying is Clublinks. The “Member” or “you” means the person accepting or signing this Agreement. It is important that you understand that by signing or accepting this Agreement, you agree to these terms and conditions.

#### **4. NARC HOURS**

NARC Operating Hours: Monday to Friday, 6:00am to 10:00pm; Saturday, 6:00am to 8:00pm, and Sunday 8:00am – 8:00pm, or as otherwise notified by Clublinks. Public Holiday hours may vary.

Opening hours and NARC access may vary due to public holidays and operational circumstances. Updates will be communicated promptly via the contact details you’ve provided in your Membership Application or regular social media channels.

#### **5. ELIGIBILITY**

Adult memberships are available from the age of 18.

All membership applications will be subject to a health pre-screen and may be required to have a medical clearance where necessary as deemed by Clublinks.

A person between the ages of 16 through 17 is eligible for Adult or Active Teen memberships.

A person between the ages of 12 through 17 is eligible for Active Teen memberships only.

Until the age of 18, memberships will not include access to the steam room, spa, sauna, and warm water pools. Until the age of 16, all memberships will not include access to group fitness classes.

Active Teen members are subject to the following conditions:

- a) Active Teen members Gym/Aquatic supervised access hours include Monday to Saturday, 6:00am to 7:00pm; Sunday 8:00am to 8:00pm, unless as otherwise notified by Clublinks. Public Holiday hours may vary.
- b) Active teen members must exit the Gym/Aquatic areas at the end of the advertised supervision period. Active Teen members will not be permitted access to Gym/Aquatic areas if arriving within 15 minutes or less of supervision period ending.
- c) Active Teen members will be administered under the name of the Member's nominated parent/guardian until the Member turns 18 years of age.
- d) Prior to attending NARC for the first time as a member, Active Teens must attend a gym safety induction ("Active Teen Induction") session as prescribed by NARC from time to time. A parent/guardian is required to attend when the Active Teen member is ages 12-16.

## **6. YOUR MEMBERSHIP**

Upon your membership application being accepted by Clublinks, you are a member of NARC under the type of membership ("Membership Type") stated in your Membership Application Form. From the Membership Start Date, your membership entitles you to:

- (a) maintain a membership account;
- (b) book and attend group fitness classes or club visits with NARC, in accordance with visitation limits on your membership or as otherwise advised by Clublinks; and
- (c) use the facilities available at NARC, in accordance with your Membership Type.

## **7. WHEN WILL YOUR MEMBERSHIP START**

Your membership will start on the Membership Start Date set out on your Membership Application Form ("Membership Start Date"). You will be able attend the NARC/ and or bookings in accordance with your membership type from your Membership Start Date.

## **8. HOW LONG WILL YOUR MEMBERSHIP LAST**

### **Commitment Period**

Your Commitment Period includes an Initial Commitment Period of 28 days from the Membership Start Date ("Initial Commitment Period"). You are committed to the minimum initial period of membership from your Membership Start Date as set out in your Membership Application ("Commitment").

On completion of your Initial Commitment Period, your membership will automatically renew ongoing, and be debited in accordance with paragraph 9.2 – "Membership Dues" unless your membership is terminated in accordance with paragraph 13 – "Cancellation of Membership".

Memberships are valid for one person only, multiple people cannot share one membership.

### **8.1. Change of Mind (Cooling off Period)**

You may notify Clublinks that you wish to cancel your membership by completing a cancellation form provided by Clublinks within 7 days starting on the date you agree to this Agreement ("Cooling Off Period"). If you do so, Clublinks will refund your Total Upfront Payment and any Membership Dues which you have paid for. If you have used your membership during the Cooling Off Period, Clublinks will refund those amounts set out above, less a Guest Fee of \$5 for each visit, and the fees of any personal training, wristband fees, or other NARC services you have received.

### **8.2. Suspension of Membership or "Freeze" periods**

All memberships with the exception of Learn To Swim are entitled to up to 12-weeks of membership freeze (per calendar year) at a cost of \$2.50 per week. All freezes are available in minimum blocks of one-week periods. If you freeze your membership during the Initial Commitment Period, your Initial Commitment

Period and the Initial Commitment Period end date set out in your Membership Application Form will be extended by the Freeze Period.

If you wish to suspend or “freeze” your membership, you may do so by:

- (a) Logging in to your client portal and setting up a freeze
- (b) Notify us of your request in writing or by contacting a member of our Customer Service team

In the event of injury or incapacity, a medical suspension can be applied at no cost to the member for a set period. A medical certificate is required for medical suspensions. Clublinks reserves the right to reject any medical suspensions if deemed necessary.

You will not be able to use NARC and its services while your membership is frozen.

Members are not eligible for freeze periods during their 28-day Cancellation Notice.

Freeze requests will not be entered retroactively.

## **9. MEMBERSHIP DUES AND FEES**

### **9.1. Joining Fee**

A joining fee applies to all membership types except for Learn to Swim enrolments and will be collected upon joining or added to your first direct debit payment (“Joining Fee”).

For cancelled members wishing to rejoin, a Joining Fee will not be collected within 28-days from the original cancel effective date.

### **9.2. Membership Dues**

As a member of NARC you are personally responsible for payment to us of the Membership Dues, Joining Fee, and any other ongoing payments set in your Membership Application as they fall due. As a member, your Membership Dues are payable for the whole of your Initial Commitment Period at the cost set out in your Membership Application. If your first fortnightly period includes a partial fortnightly billing period, your Membership Dues for that period will be calculated on a proportional basis (“Pro Rata”) according to the number of days remaining in that fortnightly billing period.

Membership Dues vary depending on your Membership Type. You must pay the Membership Dues applicable to your Membership Type at the relevant time. You may only pay your Membership Dues in advance by direct debit or periodic credit card authority under your Payrix DDR Service Agreement. No other form of payment will be accepted.

The Direct Debit Service Agreement is separate to these terms and conditions. If your direct debit payment is declined, you will be required to pay any outstanding balance upon your next visit. Any outstanding payment remaining on your next scheduled direct debit date will be deducted from your nominated account.

You will not be allowed to access to NARC if your Membership Dues remain outstanding. Clublinks will collect any outstanding amounts and any charges we incur from late payment through your Payrix DDR Service Agreement (if applicable). If you have a genuine dispute in relation to the collection of outstanding amounts or the charges Clublinks incur, please contact a member of Clublinks Customer Service team.

### **9.3. Transaction Fees and Rejections**

It is your responsibility to ensure that there are enough funds in your account to allow a debit payment to be made. If there are insufficient funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution. Transaction fees apply to all bank account, credit, and debit card transactions and are outlined [here](#).

Failed transaction Fee - \$10 per failed or returned transaction attempt.

Transaction fee costs are subject to change.

#### **9.4. Changes to Membership Dues**

Your Membership Dues are fixed for the Initial Commitment Period as per paragraph 8 - "How long will your membership last". Upon the expiry of the Initial Commitment Period your Membership Dues may be varied or updated to the Membership Dues then applicable at that time.

This may result in an increase to your Membership Dues after the Initial Commitment Period. Clublinks will give you at least 28 days' notice of any change and the date from which the change will apply by emailing you at the email address you provided in your Membership Application. After the Initial Commitment Period, if you do not wish to accept an increase in your Membership Dues you may terminate your membership in accordance with paragraph 13 – Cancellation of Membership. If you do not terminate your membership, you will be required to pay any revised Membership Dues from the date from which the change becomes effective and your direct debit payments or credit card payments will be amended accordingly and you authorise that any debits from your nominated account to also be varied. All Membership Dues include goods and services tax (GST). Clublinks reserves the right to change your Membership Dues in line with any government GST or similar taxes.

#### **9.5. Other Membership Fees and Charges**

Any fees or charges that may be payable for additional services and facilities, such as Late cancellation/Missed class Fees, Suspension Fees, Guest Fees, Replacement Membership Wrist Band Fees, Retail fees, and Creche Fees will be set out in NARC price list (and may be amended by us from time to time) and available at reception. Such fees:

- (a) may be added to your direct debit payment; and
- (b) you consent to and authorise such fees being added to your direct debit payment.

#### **9.6. Upgrading or Downgrading your Membership**

Upgraded memberships will not go into effect until the beginning of the next business day, whereas downgraded memberships will not be taken into effect until the following direct debit. Access will remain the same during the transition period.

#### **10. NARC ACCESS**

As a member, you must hold a valid membership wristband to access NARC's services and facilities. A membership wrist band will be assigned to you free of charge on your first visit to NARC. Replacement wristbands can be reassigned at Reception at a cost of \$10 per new band. Wristbands are unique and non-transferable. Wristbands should never be shared or lent to your friends or family members. In the event of misuse or misappropriation of your membership wristband, Clublinks reserves the right to deny facility access and/or terminate your membership in accordance with paragraph 13 – "Suspension or Termination by Clublinks".

#### **11. MEMBER PHOTO REQUIREMENT**

For security and member identification purposes, all members are required to take/provide a profile photo upon joining as a member. The photo will be linked to your membership account and used for verification purposes upon entry and during use of NARC facilities. Your photo will also help ensure that only the registered member is using the membership and prevent unauthorised access.

Your photo will be stored securely in accordance with Clublinks' privacy policy and the Privacy and Data Protection Act 2014 (Vic). It will not be shared with third parties except as required by law or for the operation of NARC by Clublinks or any entity engaged by Darebin City Council.

## **12. FACILITIES**

Clublinks may need to adjust the availability of certain facilities on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions, and holidays.

## **13. ADMISSION POLICY DURING CAPACITY LIMITATIONS**

To ensure the safety and comfort of all members and guests, NARC operates under strict capacity limitations. When the facility reaches its maximum capacity, the following admission policy will apply:

(a) First Come, First Served:

Admission to NARC will be granted on a first come, first served basis when the facility reaches capacity. This policy applies equally to all members and guests without preference.

(b) Notification:

Members and guests will be informed upon arrival if the facility has reached capacity. Updates on capacity status may be communicated via the NARC website or social media channels where possible.

(c) No Preferential Treatment:

Membership does not guarantee immediate access during capacity limitations. All individuals, regardless of membership status, will be subject to the same admission rules during these times.

(d) Safety and Compliance:

These measures are in place to comply with safety regulations and to ensure an enjoyable experience for all users. NARC reserves the right to enforce these rules strictly and to make adjustments as necessary to maintain a safe environment. Members are encouraged to plan their visits accordingly, especially during peak hours, to avoid inconvenience due to capacity limitations.

## **14. GROUP FITNESS BOOKING RULES**

For detailed information regarding class bookings, cancellations, and studio guidelines, please refer to the [Group Fitness Booking Rules and Guidelines](#).

(a) Check-In Procedures:

Members must check in to their class using wristband scanners located outside each studio or by checking in with the instructor prior class commencement. If your wristband isn't working, please contact the Reception Team or your class instructor for manual check-in.

(b) Missed and Late Class Penalty:

A \$5.00 fee will be applied to your next direct debit period for any missed class or late cancel.

A late cancel is when a member cancels their class booking within 2 hours or less from the class commencement time. A missed class is when a member does not show up for their class booking.

Please ensure you manage your bookings to avoid penalties and allow fellow patrons the opportunity to participate in classes.

## **15. CANCELLATION OF MEMBERSHIP**

A 28-day cancellation notice is required for all Membership Types including Learn to Swim Accounts other than Term Based Memberships. Cancellation notice period begins on the date of initial request. You are

responsible for payment to Clublinks of the Membership Dues that fall within the 28-day cancel period. Freeze requests are not permitted during the 28-day cancellation period. Payment of any past due balance is required prior to a cancellation request being actioned.

If you wish to cancel your membership, you may register notice by:

- (a) Dropping by in person and completing a Cancellation Form with a member of our customer service team; or
- (b) Requesting a cancellation form be sent via email

Upon receipt of your cancellation form, a member of our customer service team will be in contact to confirm the details of your cancellation.

Term Based Memberships where memberships are valid for a set period of time will end on the specified end date and cannot be cancelled, frozen, or refunded.

#### **16. Suspension and Termination by Clublinks**

Clublinks may terminate or suspend your membership by emailing or writing to you at the contact addresses Clublinks have on our records:

- (a) If you commit a serious or repeated breach of these terms and conditions and / or Conditions of Entry/Use.
- (b) If you otherwise breach this Agreement, the Conditions of Entry/Use and the breach, if capable of remedy, is not remedied within 14 days of Clublinks giving you notice to do so and informing you that your membership will be terminated if you fail to do so.
- (c) If any part of your Membership Dues remains unpaid 28 days after falling due.
- (d) If you provide Clublinks with details which Clublinks know to be false when applying for membership and these false details may have affected Clublinks reasonable decision to grant you membership.
- (e) If you engage in inappropriate behaviour which is deemed by management of Clublinks likely to lead to injury, harassment or embarrassment to any member or employee of Clublinks or the Darebin City Council, or damage to any equipment or building belonging to Clublinks or the Darebin City Council.

If Clublinks terminate your membership for any of the above mentioned reasons Clublinks may (without limiting any other right or remedy) recover any other reasonable costs and expenses Clublinks incur as a result of your breach and to collect the full amount of Membership Dues for the remainder of the then current fortnightly billing period any arrears.

#### **17. COLLECTION OF FEES**

Clublinks will collect any Membership Dues and fees that are outstanding when your membership is terminated. Clublinks may use a third party to assist in the collection of outstanding fees.

#### **18. LOCKERS USAGE**

As part of your membership, you receive complimentary access to NARC lockers on a first come, first served basis. Members may use one (1) locker for a maximum reservation time of 2 hours. After 2 hours, all locker reservations are pre-programmed to expire and will automatically open. Members are advised not to leave valuables in lockers and to check their belongings at their own risk. Clublinks is not responsible for lost or stolen items.

## **19. LOST PROPERTY**

Lost items discovered in lockers or around NARC premises will be placed in our lost and found. All items in the lost property will be kept for a maximum of 7 days before being donated or disposed of. Patrons must provide detailed descriptions of lost items to facilitate identification. NARC reserves the right to request proof of ownership before returning any lost items.

## **20. SECURITY**

NARC premises have CCTV security cameras recording 24-hours a day (except bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact Clublinks if you have questions on this.

## **21. PARKING ACCESS**

Members and guests are provided with limited parking access for up to 2 hours per visit. Electric Vehicle (EV) charging stations are also available for use for up to 2 hours per visit. Please note that parking spaces are subject to availability and there is no guarantee of a space being available at any given time. Parking limits and zones are enforced by Darebin Council, and failure to comply with these regulations may result in ticketing.

## **22. ENTITLEMENT**

Provision of services provided by Clublinks may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. By agreeing to this Agreement, you are agreeing to be bound by the rules and conditions of Clublinks. The management at the Northcote Aquatic Recreation Centre reserve the right to cancel the rights of any member not complying with the conditions of membership or rules of Clublinks at any time.

## **23. PROVISION OF SERVICE**

Change of management, location or ownership or the name of Clublinks does not absolve you of your responsibilities under the terms and conditions of this Agreement.

## **24. SMOKING, DRUGS, AND ALCOHOL**

Smoking of any kind, including the use of cigarettes, e-cigarettes and vaping devices, is prohibited in NARC. The consumption of, or being under the influence of, alcohol within NARC or its grounds is not permitted and may result in the cancellation of membership. You acknowledge that the distribution or use of any drugs, including illegal drugs and performance-enhancing drugs, is prohibited and promise that you will not use or distribute these substances in the Facilities.

## **25. COMMERCIAL ACTIVITY**

You acknowledge that engaging in any commercial or business activities in NARC, such as offering training services or selling goods in NARC is prohibited unless Clublinks grant you written permission to do so. If Clublinks do give you written permission, Clublinks can revoke this at any time.

## **26. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between you and Clublinks relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

## **27. LIABILITY**

Clublinks is not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use NARC at your own risk in accordance with the Conditions of Entry.

Under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth) (**ACL**), Clublinks guarantees that the services Clublinks supply:

- (a) are provided with due care and skill;
- (b) are reasonably fit for any purpose you have told Clublinks you are using the services for or told Clublinks you wish to achieve; and / or
- (c) are supplied in a reasonable time.

Under certain legislative provisions, however, Clublinks can ask you to accept some limitations to the ACL guarantees.

You agree, to the extent allowed by section 139A of the Competition and Consumer Act 2010 (Cth), to exclude or modify Clublink's liability to you for death or injury from Clublinks failure to comply with ACL guarantees. This exclusion does not apply if your death or injury is caused by Clublinks "reckless conduct" (as defined in the CCA).

#### **State based notices. Victoria Only**

The ACL Exclusion Notice "Warning Under the ACL and Fair Trading Act 2012" applies if attached to this Agreement and signed by you.

Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to above, Clublinks are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude Clublinks liability for reckless conduct.

#### **28. CHANGES TO THESE TERMS OR CONDITIONS OF ENTRY OR GROUP FITNESS BOOKING RULES**

Clublinks may sometimes make changes to this Agreement, the Conditions of Entry and / or Group Fitness Booking Rules at any time. If Clublinks does this, Clublinks will try to do this fairly and by giving you a chance to cancel you membership if you are adversely affected by the change and do not agree to it.

Clublinks will make reasonable efforts to tell you of any change in advance and when it will take effect. Subject to other terms and conditions, the effective date will generally be at least 14 days from the date Clublinks tell you about the change unless it is not practical for us to tell you at this time. Your membership will be amended from the effective date.

You cannot cancel under this clause if Clublinks have to make the change to comply with a law or a direction of a relevant authority.

#### **29. PRIVACY AND PRIVACY DISCLAIMER**

From when you apply for membership, you will need to provide Clublinks with, and Clublinks will have access to personal information about you, including information relating to your health and finances. Your personal information may be transferred to amongst other persons, the Darebin City Council and any other person from time to time who is engaged to manage and operate NARC.

Clublinks from time to time will send you news and information regarding NARC. You can unsubscribe at any time using the link at the bottom of Clublinks emails or by contacting Clublinks. Clublinks will only keep on file personal information that is needed to provide the requested updates or service to you. You may request



to see your personal information held on file by Clublinks will not sell or give your personal information to any third parties without your express consent, unless Clublinks must do so to provide the requested service or as required by law. The data provided may be provided to Darebin City Council or any other person from time to time who is engaged to manage and operate NARC. If you do not wish to receive these updates, you may unsubscribe at any time. This data will not be used for any marketing or communication purposes not directly related to this event, and will be used in accordance with the Privacy and Data Protection Act 2014 (Vic)

**30. SEVERABILITY**

If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement.

**31. WAIVER**

If Clublinks do not enforce our rights under this Agreement at any time, it does not mean that Clublinks may not do so in the future.

**ACL EXCLUSION NOTICE**

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

**SUPPLIER: CLUBLINKS MANAGEMENT PTY LTD**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees means that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier’s part. “Gross negligence”, in relation to an act or omission, means doing the act or omitting to an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Signature: .....

Date: .....