

## Terms and Conditions

- 1. INTRODUCTION** This document outlines the rights and responsibilities that you have with regard to the authority of Reservoir Leisure Centre to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of the Contract and Direct Debit Request Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract or the Direct Debit Request form you should in the first instance contact Reservoir Leisure Centre on phone 9496 1050 or contact your Financial Institution before completing the enrolment form and DDR Service Agreement Form.
- 2. PARTIES TO CONTRACT** The "Centre" means the Organisation providing the service for which the Customer is paying. The "Customer" means you: the person or party signing this Contract. "RLC" is Reservoir Leisure Centre, 2A Cuthbert Road, Reservoir, 3073, phone 9496 1050. Email [rlc@darebin.vic.gov.au](mailto:rlc@darebin.vic.gov.au), all communication relating to this contract is to be sent directly to Reservoir Leisure Centre.
- 3. PAYMENTS** Reservoir Leisure Centre will debit your nominated account for the amount and frequency of payments in advance as agreed on the Reservoir Leisure Centre DDR Contract signed and accepted by you, or any later amendment to the amount and frequency of payment that is accepted by you. It is your responsibility to have clear funds in your account on the due date of the direct debit. By signing this Contract, you are agreeing to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 7 below. Should there be any arrears in payments Reservoir Leisure Centre will be authorised to debit the outstanding balance in order to bring your account up to date. It is your responsibility to advise us if the account nominated by you to receive the Reservoir Leisure Centre Direct Debit drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Reservoir Leisure Centre Direct Debit drawing.
- 4. CONCESSION MEMBERSHIPS** Holders of concession memberships are required to present current evidence of concession status at the time of enrolment or within 2 weeks if requested. Failure to provide updated concession information will result in the membership automatically reverting to the appropriate non-discounted price. You may be asked to present you concession card at any point during your membership.
- 5. CANCELLATION AND REFUNDS** There will be a period of notice of 14 days unless otherwise specified by Reservoir Leisure Centre between the date of request and the date of actual termination during which any payments due must still be paid in full. Refunds will only be given in extreme circumstances. Each application will be assessed individually to determine validity.
- 6. CREDITS** Credit will only be considered for absences from lessons covered by a medical certificate. All applications must be received within 14 days of the missed lesson. Credits will not be granted for any other reason; this includes absences due to holidays, exams or clashes with other activities. If granted, the credited money will be added to your Swimming Account.
- 7. DISHONORED PAYMENTS** Should your payment be dishonored, Reservoir Leisure Centre will attempt to contact you by sms, phone, email or by mail sent to your last known address. We will debit you an additional administration fee of \$10 with your next payment and, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. In the event of payments being dishonored on two consecutive occasions Reservoir Leisure Centre reserves the right to terminate your Contract. Reservoir Leisure Centre may additionally charge any other fees incurred by us in collecting an outstanding balance.
- 8. ADDITIONAL RESPONSIBILITIES** You are responsible for ensuring that your nominated bank account or credit card is able to accept direct debits. If it is not, it is your responsibility to provide Reservoir Leisure Centre with a new bank account or credit card number. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. You are responsible to notify Reservoir Leisure Centre of any changes to your debit details or contact details by completing a Membership/Program Amendment form advising your requirements no less than 3 business days prior to the due date. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.
- 9. INCREASE IN FEES AND CHANGE OF TERMS** Reservoir Leisure Centre may at any time upon sending written correspondence to your last known address and giving 30 days' notice, increase the Instalment amount and change of terms. If the customer is uncertain as to when the debit will be processed to the customer's account, he or she should enquire direct of the ledger FI. If you have any questions on any proposed changes, please contact Reservoir Leisure Centre.

- 10. ENTITLEMENT** Provision of services provided by the Centre may change and for the purposes of this Contract is based on “entitlement” to use and not on actual use. By signing this agreement, you are agreeing to be bound by the rules and conditions of the Centre. The Management at Reservoir Leisure Centre reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the Centre at any time.
- 11. DISPUTES** All disputes regarding a Direct Debit payment should be referred to Reservoir Leisure Centre In person, by telephone 9496 1050, email RLC@darebin.vic.gov.au or mailed to Reservoir Leisure Centre, 2A Cuthbert Road, Reservoir, 3073, or via your nominated Financial Institution.
- 12. MISPLACED MEMBER WRISTBAND/CARD** The replacement fee for RFID wristband/card will be \$12 and barcode membership card will be \$6 if lost, misplaced or damaged.
- 13. PROVISION OF SERVICE** Change of location of ownership or the name of the Centre does not absolve you of your responsibilities under the terms and conditions of this Contract.
- 14. ENTIRE AGREEMENT** This Contract and DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between you, the Customer and Reservoir Leisure Centre relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating there to whether written or oral.
- 15. PRIVACY** Reservoir Leisure Centre acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purposes of processing your membership or enrolment and financial institution payments if applicable. Reservoir Leisure Centre, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, may be recipients of this information. You will receive communications from the Reservoir Leisure Centre from time to time to update you on items relating to your membership. Reservoir Leisure Centre uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone. If sent by mail, communications are taken to be received on the day that they would be received in the ordinary course of post. If you do not wish to have your Information contained in this document used or disclosed for this purpose the Reservoir Leisure Centre will be unable to process your membership or enrolment. The information collected and stored is the property of the City of Darebin. You have the right to access and alter personal information protecting yourself In accordance with the Commonwealth Privacy Act (Amended 2001).
- 16. LIABILITY** To the extent permitted by law, Reservoir Leisure Centre and the City of Darebin Council shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. Reservoir Leisure Centre and the City of Darebin Council are not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the Centre at your own risk.
- 17. GENERAL CONDITIONS OF ENTRY AND CODE OF BEHAVIOUR** We will refuse entry or request any person to leave the premises if the person; is abusive or uses offensive language or whose behaviour is threatening; is under the influence of drugs or alcohol. To ensure our Centre is able to provide a high level of service in a safe, healthy and pleasant environment for all, we ask our members to comply with these conditions.
- 18. PHOTOGRAPHY** Any members of the group wishing to take photographs must complete a photography disclaimer at Customer Service and agree to the terms and conditions of photography within this facility.
- 19. SUPERVISION** Parents, Guardians and Carers please ensure you fully supervise your children at all times. Lifeguards are the second set of eyes watching your children and yours should be the first. Please ensure you DO NOT leave children at the centre, safety is your responsibility and you will be deemed liable if anything occurs. Parents will be contacted to collect any child that has been left at the centre; children will remain in reception until parents have spoken with management. Pre-school children will need to be collected from the swimming teacher once the lesson has ceased. It is your responsibility to maintain supervision and the safety of your child/ren.
- 20. CLASSES** Classes with less than 80% occupancy rate maybe amalgamated. If this is the case then the time of your class may alter. We will notify you of this if it occurs.
- 21. SWIM FREE THROUGH-OUT SWIM PROGRAM TIME** Participants under the age of 16 years, who are currently enrolled in the RLC swimming program can use the RLC pools at anytime during our scheduled swimming times/days. Under 10 years includes one adult in this entry. Over school holidays or swim school breaks swim school members must pay a normal entry fee.
- 22. WATCH AROUND WATER** Children under 5yrs must be constantly supervised and within arm’s reach in the water. Children under 10yrs must be accompanied into the facility and constantly supervised by a parent/guardian over the age of 16 years old.