

# Aquamoves Membership Terms and Conditions

Your membership is conditional on you signing that you have read and agree to this statement.

**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.**

## Definitions:

1. In these Terms and Conditions:
  - a. Aquamoves: means Aquamoves Lakeside Shepparton. A trading name of Greater Shepparton City Council.
  - b. Claim: includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense arising from or in connection with any Member Activities but excludes claims under an Aquamoves insurance policy.
  - c. Medical Clearance: means an official document from a doctor or medical professional confirming an individual is fit to engage in specific activities.
  - d. Member: means a person who applies for or participates in any authorised Aquamoves activity. If member is under 18, it includes the Member's parent or guardian.
  - e. Eligible Member: means a member who has paid for a membership unit or casual usage of the particular unit at Aquamoves.
  - f. You, User, and Patron: means a person using the services and/or equipment at Aquamoves.
  - g. Australian Consumer Law: refers to Schedule 2 to the Competition and Consumer Act 2010, as amended.
  - h. Membership Payment: means the fee payable by your membership during relevant period
  - i. Council: means Greater Shepparton City Council
  - j. Local Law: refers to Council's Community Local Law 2019, made under the Local Government Act 1989.
  - k. We, our, us: refers to Aquamoves and Greater Shepparton City Council
2. References to the singular include the plural and vice versa; references to any gender

include all genders; and references to persons include all legal entities.

## COUNCIL FACILITY

3. You acknowledge that:
  - a. The facilities are owned and operated by Greater Shepparton City Council, a local government authority under the Local Government Act 1989.
  - b. You must not obstruct or interfere with Council staff or contractors in the lawful performance of their duties. Doing so may constitute an offence under Section 238 of the Local Government Act 1989.

## MEMBERSHIP TERMS

### Child Safety

4. Aquamoves is a child-safe organisation with zero tolerance for child abuse. We promote the safety, wellbeing, and inclusion of all children.
5. If you believe a child is at risk while at the Centre, report it immediately to a staff member. Reports will be handled in accordance with our Child Safety and Wellbeing Policy and the Victorian Child Safe Standards.

### Agreement

6. By submitting your membership application, you agree to become a member of Aquamoves Lakeside Shepparton (ABN 59 835 329 843), trading as Aquamoves. These Terms, together with the Conditions of Entry, form a binding agreement.
7. These Terms and Conditions of membership comprise a contract between you and Aquamoves, which is necessary and reasonable for promoting and conducting Members' activities and administering your membership. This applies to all membership types, including upfront payment and direct debit options.
8. You acknowledge that you are bound by, and agree to comply with, all rules, policies, and directions issued by Aquamoves in relation to the use and management of the venue, as amended from time to time. Failure to comply with these Terms or any directions may result in suspension or cancellation of your access to Aquamoves facilities and services, without refund.

9. The Aquamoves Conditions of Entry form part of these Membership Terms and Conditions and are incorporated by reference. These Conditions of Entry may be updated from time to time, and the most current version will apply to your membership. The latest Conditions of Entry are available at <https://aquamoves.com.au/terms-and-conditions>
10. In consideration of your membership application being accepted you must update your contact details with Aquamoves as soon as reasonably possible where they change.
11. Aquamoves management reserves the right to ask for Medical Clearance.
12. Our staff and contractors are not medically trained. They are not medically qualified to assess whether you are in good physical condition and can exercise without damaging your health, safety, comfort or physical condition. If you are in doubt, we strongly urge you to seek expert advice before starting an active or passive exercise program. You undertake exercise at your own risk.
13. You must make sure that you know how to exercise safely. You may ask us about the proper and safe use of the facilities and we will assist you to the extent we are qualified to do so.
14. All children under the age of 10 must be actively supervised at all times while at Aquamoves by a parent or guardian aged 16 years or older. Active supervision means the responsible adult must maintain a clear line of sight and be within close proximity to the child, without distractions such as mobile phones.
15. This policy aligns with Life Saving Victoria's safety standards and is designed to ensure the wellbeing of all young patrons.
16. You warrant that all information provided to Aquamoves is true and correct.

## **CHANGES TO OPERATIONS**

17. Aquamoves may be required from time to time to update the operation of the facilities under its control, including but not limited to:
  - a. Operating hours.
  - b. Availability of specific facilities or services within facilities.
  - c. Closure of part of the facility, or of specific equipment, for maintenance.
  - d. Changing conditions of entry to the facility; and
  - e. Changes (whether temporary or permanent) to the Group Fitness timetable, range of equipment or program offerings.
18. Where a change outlined above occurs, Aquamoves will use its best endeavours to provide reasonable notice to Members, by way of (including but not limited to) its website, emails, SMS or notice boards.

## **RIGHT OF ADMISSION**

19. The Centre reserves the right to refuse entry to any individual, including current members, at its sole discretion. Membership may be suspended or cancelled without prior notice in cases of inappropriate behaviour, breach of these Terms and Conditions, or conduct deemed unsafe, offensive, or disruptive to other patrons or staff. Such decisions will be made in accordance with Aquamoves' internal policies and procedures.

## **GYM UNIT**

20. Eligible Members have access to the following services within the Aquamoves Gym Unit:
  - a. Access to 24/7 Gym Facilities (specific fob and induction required, must be 18+)
  - b. Cardiovascular equipment
  - c. Resistance equipment
  - d. Free Weights
  - e. Circuit Training Room.
  - f. Personal Coaching sessions
  - g. Nutrition and measurement session
  - h. Aquamoves/Technogym app

## **Gym Guidelines**

21. This section outlines specific rules that apply to the Gym, in addition to all other Centre rules and conditions of entry.
  - a. Children under 16 years of age are not permitted to use the gym unless they are participating in a supervised program.
  - b. If you are pregnant or have a medical condition or injury, you must seek medical clearance from a qualified health professional before using the Gym.
  - c. Use sanitising wipes to clean equipment after each use.
  - d. Bring a water bottle and sweat towel at all times.
  - e. Return all weights and equipment to their designated storage areas after use.

- f. Carry your membership ID with you at all times.
  - g. Maintain personal hygiene for the comfort of all patrons.
  - h. Do not drop weights and always use safety collars when lifting.
  - i. If unsure how to use any equipment, ask a Gym Instructor for assistance.
  - j. Share equipment by allowing others to work in between sets.
  - k. During peak times, limit your use of cardio equipment to 30 minutes.
  - l. Anti-social behaviour, including swearing, excessive grunting, or aggression, will not be tolerated.
  - m. Always press STOP on treadmills after use and ensure they are stationary before stepping on or off.
  - n. Store personal belongings in lockers, not on the gym floor.
  - o. Wear appropriate active wear and enclosed footwear at all times.
    - i. Inappropriate footwear includes flipflops, slides, Ugg boots, Birkenstocks, work boots, crocs and bare feet.
    - ii. Inappropriate clothing includes denim, cargo pants, garments with rivets, and business attire.
22. We may, at your request, develop a specific fitness program for you, in which case the following provisions will apply:
- a. you must meet (by pre-arranged appointment) with one of our qualified staff and answer questions that we reasonably consider to be relevant to the development of a fitness program for you.
  - b. We will subsequently recommend a fitness program for you;
  - c. you accept that our staff carry no medical qualifications and we cannot accept liability or responsibility for any injury or incapacity or other loss you may suffer from following the fitness program that we devise; and
  - d. You will follow the fitness program at your sole and absolute risk.
- a. Group Fitness Classes (between 30-55 minutes).
  - b. Aquatic Group Fitness Classes (between 30-45 minutes).
  - c. Group Fitness class bookings are required and can be made through Aquamoves online portal or at reception.
  - d. Member bookings close 72 hours prior to the class start time.
  - e. Casuals can book in person on the day of the class at reception.
  - f. Attendees must cancel their class booking at least two hours prior to the scheduled start time to help others on the waiting list get a chance to join the class.
  - g. Within reason, if a member is consistently not attended a booked class, without cancelling, they may have their online booking access temporarily removed. Warnings and notice will be given before any action is taken.
  - h. Child-friendly group fitness classes are available and designed to allow parents or guardians to participate while accommodating young children.
24. We may make changes where necessary to the Group Fitness timetable that may add or subtract classes based on the needs of the business. Changes to class offerings does not result in members obtaining a right to discount or any other benefit or to terminate the membership contract without giving 14 days' notice.

#### **Group Fitness Class Guidelines**

25. To ensure a safe, respectful, and enjoyable environment for all participants, please observe the following guidelines when attending group fitness classes:
- a. If you are pregnant or have a medical condition or injury, you must seek medical clearance from a qualified health professional before participating.
  - b. If you have any concerns about your ability to participate safely, please inform the instructor before the class begins.
  - c. Participants are encouraged to arrive at least 5 minutes before the scheduled class start time. Late entry is permitted up to 5 minutes after the class has begun.
  - d. Vacant spots will be offered to waitlisted participants at the start of the class.

#### **GROUP FITNESS UNIT**

23. Eligible Members have access to the following services within the Aquamoves Group Fitness Unit:

- e. Use sanitising spray and supplied towel to clean all equipment after use.
- f. Bring a water bottle to stay hydrated and a sweat towel for hygiene.
- g. Wear appropriate footwear and clothing suitable for physical activity
- h. Maintain personal hygiene for the comfort of all patrons.
- i. Do not drop weights. Always use collars when lifting.
- j. Return all equipment to the designated storage areas after class.
- k. Do not drag spin bikes or misuse equipment. Report any damaged or faulty equipment to staff immediately.
- l. Follow the instructor's directions at all times. Behaviour that disrupts the class or compromises safety may result in removal from the session.

#### CHILD FRIENDLY GROUP FITNESS CLASSES

26. As a parent/guardian utilising Aquamoves Child Friendly classes, I acknowledge and agree to the following terms and conditions:
- a. **Child Comfort and Preparedness:** I will ensure that my child is comfortably settled in the designated area prior to the commencement of my class. I will provide any necessary personal items (e.g., toys, books) to keep them occupied during this time.
  - b. **Responsiveness to Child's Needs:** I will promptly attend to my child if they require assistance or attention during my absence. I understand that I must remain accessible and responsive throughout the duration of the class.
  - c. **Supervision Disclaimer:** I acknowledge that Aquamoves staff and class instructors are not responsible for the direct supervision or care of my child during the class. I retain full responsibility for my child's wellbeing and behaviour.
  - d. **Emergency Situations:** In the event of an emergency or if my child requires immediate attention, I will promptly respond and notify the instructor or staff as necessary.
  - e. **Behavioural Responsibility:** I accept full responsibility for my child's behaviour while in the designated area. I will take

appropriate action should any behavioural issues arise.

- f. **Allergen-Free Environment:** I acknowledge that the class area is an allergen free zone. I will not bring or provide any food items containing common allergens, including but not limited to nuts, dairy, and gluten.
27. **Legal Compliance:** I understand that these terms are in accordance with the Children's Services Act 1996 (Vic) and the Children's Services Regulations 2020 (Vic), which govern the safety and wellbeing of children in care-related environments.

#### AQUATIC UNIT

28. Eligible Members have access to the following services within the Aquamoves Aquatic Facilities:
- a. Water slide and rapid river
  - b. Warm Spa (member must be 16+)
  - c. Cold Spa (member must be 16+)
  - d. Sauna (member must be 16+)
  - e. Hydro pool (member must be 16+)
  - f. Indoor 25m Pool
  - g. Indoor Leisure Pool
  - h. Outdoor 50m Pool (seasonal only)
  - i. Outdoor Leisure Pool (seasonal only)
  - j. Splash Park (seasonal only)
  - k. Aquatic Group Fitness Classes (between 30-45 minutes)

#### MOVE YOUR WAY MEMBERSHIPS

29. Depending on which membership gets picked. Aquamoves offer three units divided as follows:
- a. **Move your Way – 3 Units** Members have access to the three units: Gym, Group Fitness and Aquatic Unit.
  - b. **Move your Way – 2 Units** Members have access to any combination of two units between the next options: Gym, Group Fitness and Aquatic Unit. The two units are chosen at purchase of the membership.
  - c. **Move your Way – 1 Unit** Members have access to one unit to pick between the next options: Gym, Group Fitness and Aquatic Unit. The one unit is chosen at purchase of the membership.
  - d. **Joining Fee** – An initial joining fee of \$53 is to be paid at time of joining.
30. Aquamoves membership is open to individuals 18 years of age or over as at the date you

commence your membership. Move your Way Memberships are not available for anyone under the age of 18 years.

31. Children under 14 years of age are not permitted in the gym or group fitness studios unless prior authorisation has been granted by management.
32. Child-friendly classes are available in accordance with Aquamoves Membership Terms and Conditions Group Fitness Unit Clause 23, (h). Participation in these classes does not entitle access to general gym facilities.

### **CONCESSION MEMBERSHIPS**

33. Aquamoves Concession Membership covers the next groups:
  - a. Over 60s
  - b. Youth; and
  - c. Concession
34. Aquamoves Concession Membership – Youth, is available to individuals under 22 years of age at the time of joining, subject to the following conditions:
  - a. The membership must be linked to a nominated parent or guardian until the member turns 18.
  - b. Members under 13 years of age may only access Aquatic Pools.
  - c. Members aged 14 to 16 must attend a gym induction session with their parent or guardian before their first visit, and as prescribed by Aquamoves from time to time.
  - d. At the conclusion of the assessment:
    - i. Both the member and their parent/guardian must sign a copy of these Terms; and
    - ii. Sign an acknowledgement confirming the date and time of the assessment, parental consent to the membership, and agreement to future attendance.
  - e. Members aged 14 to 16 are not permitted to attend the following group fitness classes: GRIT, PUMP, OFT, and Circuit. Classes may be added to or removed from this list at Aquamoves discretion.
  - f. Members aged 16 to 18 are not permitted to attend GRIT and PUMP classes. Classes may be added to or removed from this list at Aquamoves discretion.

- g. Youth Members under 18 are not eligible for 24/7 gym access. Entry is only permitted during staffed hours. Once a member turns 18, they may apply for 24/7 gym access.
- h. The parent or guardian warrants that the child is physically and medically fit to participate in exercise activities. Any changes to the child's health or medical condition must be promptly reported to Aquamoves staff in writing
- i. Youth Members aged 16 years and over may access the Spa and Sauna facilities, subject to compliance with Aquamoves' Conditions of Entry and any posted safety guidelines. Members must follow all hygiene requirements, including the use of a towel, time limits, and hydration recommendations.

### **CONCESSION POLICY**

35. Concession membership is available to eligible patrons. Proof of eligibility must be provided upon request and kept up to date.

#### **Accepted Cards**

36. Only the next Victorian issued concession cards are accepted:
  - a. AGE
  - b. CAR
  - c. Companion Card
  - d. We care
  - e. DVS Health Card
  - f. Seniors Card
  - g. Disability
  - h. Student Card
37. International concession cards are not accepted under any circumstances.
38. More information can be found at: [https://aquamoves.com.au/assets/files/documents/Procedures/Aquamoves\\_Concession\\_Card\\_Policy.pdf#search=%22concession%22](https://aquamoves.com.au/assets/files/documents/Procedures/Aquamoves_Concession_Card_Policy.pdf#search=%22concession%22)

#### **Proof of Eligibility**

39. A valid, original concession card must be presented at the time of each visit or purchase. Photocopies or digital photos of cards will not be accepted.
40. Digital proof of concession via the myGov app is accepted, provided it clearly displays the cardholder's name and eligibility.

41. Patrons may be required to present additional photo identification to verify that the name and image match the concession card.

### **Usage Requirements**

42. Casual patrons must present a valid concession card at every visit to receive discounted rates.
43. Concession rates apply only to the individual(s) named on the card.
44. If a valid card is not presented at the time of purchase, the full standard rate will be charged.
45. Previous concession purchases do not entitle patrons to future discounts without valid proof of eligibility.

### **Companion and Carer Cards**

46. Companion Card holders are entitled to one additional entry for a support person at no cost.
47. Carer Cards are not equivalent to Companion Cards. Carer Cards are issued to recognise carers and may be used independently for business discounts, but do not entitle the holder to free or discounted entry for a companion.

### **Compliance**

48. Aquamoves reserves the right to refuse concession pricing if the above conditions are not met.
49. These terms are in accordance with Victorian Government guidelines for public aquatic and leisure facilities.

### **COMMUNITY MEMBERSHIPS**

50. Aquamoves may grant certain employers "Community" status. Employees of Community Employers are eligible to request Community Memberships. These memberships are offered at a discounted rate.

### **Eligibility Verification**

51. Members on Concession, Community, or Council membership types must provide valid proof of concession status or employment with Council or their qualifying employer annually to maintain their eligibility. Failure to provide updated documentation may result in the membership being suspended or reverted to a standard rate. Communication will be sent when required.

### **SWIMMING LESSONS – LEARN TO SWIM**

52. All participants must abide by the Conditions of Use and these Terms and Conditions.

Aquamoves utilise Royal Life Saving Society's (RLSS) "Swim and Survive" Program.

53. The following applies to all Learn to Swim Members:
  - a. Aquamoves is a "Watch Around Water" and "Swim Safe" facility. Children under 5 years must have an adult in the water within arm's reach. Children between 5 and 10 years must be accompanied by a parent/guardian at least 16 years or over including during swimming lessons.
  - b. Certificates of achievement will be issued by Aquamoves, on behalf of RLSS, upon completion of a level.
  - c. Participants will progress through the levels of the program as they attain the skills and confidence required to successfully complete the requirements of each certificate.
  - d. The rate at which individual participants progress will be assessed on a case-by-case basis.
  - e. Lessons are only conducted during School Terms and are not conducted on public holidays.
  - f. Every effort will be made to adhere to the lesson times that have been provided to you. Management does, however, reserve the right to change or alter classes as necessary.
  - g. Active Learn to Swim contracts include unlimited swimming access for the enrolled child and one supervising adult for the duration of the contract. The Watch Around the Water policy applies at all times. Additional charges may apply for parent/ guardian facility use beyond supervision.
  - h. A valid medical certificate covering a continuous absence of three or more weeks will provide a credit for that term toward the member's Learn to Swim membership.
  - i. Children up to the age of 24 months must wear bathers with elastic waist and leg bands or aqua nappies.
  - j. Direct Debit will occur across fortnightly payments only covering Swimming lessons during the Term. The payments adhere to the same Terms and Conditions as outlined in the Direct Debit Clauses 108 to 115.

- k. Learn to Swim membership will be cancelled if payment for two consecutive debits is not settled. Enrolments can be enrolled again once the outstanding amounts have been settled.
  - l. Cancellations are in accordance with the procedures outlined in Clauses 91 to 95.
54. Aquamoves is an accredited “Swim Safe” facility endorsed by Life Saving Victoria. The Swim Safe campaign aims to significantly reduce drowning deaths in public swimming pools by providing focused water safety guidance and education to people at a greater risk of drowning. Ensure you follow the 5-tips to “Swim Safe”:
- a. Read the safety signs
  - b. Enter feet first
  - c. Stay within your safe depth
  - d. Swim with a friend
  - e. Put your hand up for help

#### **ACCESS/TURNSTILES**

- 55. All users must always hold a valid membership card with them when using Aquamoves’ facilities.
- 56. Replacement membership card/wristband/fob can be assigned at Aquamoves Front desk at a cost of \$8.00.
- 57. Membership card/fobs are strictly not transferable.
- 58. Membership card/fobs are not to be given or lent out to anyone for use. Members who allow their card/fob to be used by any other individual to access the facilities may have their membership cancelled.
- 59. Photo Identification Requirement: As part of the membership process, Aquamoves may request a photo of the member to verify identity and ensure secure access to the facility. This photo will be stored securely and used only for operational and safety purposes. Refusal to provide a photo may result in limited access to certain services.
- 60. Entry to Aquamoves may be refused as a result of unpaid or outstanding membership fees.

#### **VISIT PASSES**

- 61. The Aquatic Visit Passes are sold at a discounted rate and, in accordance with Consumer Affairs Victoria guidelines for discounted vouchers, have a 6-month expiry period from when the date of purchase. This expiry cannot be extended unless a valid

medical certificate is provided. Any unused visits remaining after the expiry date will be forfeited.

- 62. The Group Fitness Visit Passes are sold at full price and, in accordance with Consumer Affairs Victoria regulations for non-discounted vouchers, have a 3-year expiry period from the date of purchase. Any unused visits remaining after this period will be forfeited. Extensions will only be considered upon presentation of a valid medical certificate.
- 63. The terms and conditions outlined in this form apply to the current Visit Pass and will remain in effect until the pass expires. Holders renewing their Visit Pass will be required to accept the updated terms and conditions as specified in the Visit Pass Renewal Application Form at the time of renewal.
- 64. Management reserves the right to amend the Terms and Conditions at its discretion. Where changes are made, a minimum of 30 days’ notice will be provided to all affected Visit Pass holders.
- 65. Visit Pass holders must comply with all Centre rules and follow any reasonable directions given by Centre staff. Failure to do so may result in the suspension or cancellation of the Visit Pass.
- 66. Visit Pass holders, members, and guests are not permitted to conduct personal training or coaching sessions for others within the Centre unless authorised by management.
- 67. Visit Pass holders acknowledge that their participation in activities at the Centre is at their own risk.
- 68. Applicants under the age of 16 must have their form signed by a parent or 16yo+ legal guardian, who may be held responsible for any breach of these Terms and Conditions. The guardian may also be required to provide consent for participation in physical activities. Emergency contact details must be completed on the application form for this purpose.

#### **AQUAMOVES GIFT VOUCHER**

- 69. Gift vouchers must be presented at the time of use, and are valid for three years from the date of purchase. Lost, stolen, or damaged vouchers cannot be replaced or redeemed.

#### **24/7 GYM ACCESS AND SAFETY CONDITIONS**

- 70. 24-hour access is available only to members aged 18 years and over. Access outside normal centre operating (unstaffed) hours is granted via a valid membership tag, which must be

scanned at the designated 24-hour entry point. Members must purchase a membership tag if they do not already have one.

71. By accepting these terms and conditions and complete and induction, you agree to familiarise yourself with all 24-hour access safety information, which is available via:
  - a. Direct email communication
  - b. The Centre's website
  - c. Internal facility signage

### **Safety and Security Requirements**

72. Members must not allow others to enter the facility during unstaffed hours. Tailgating or sharing access is strictly prohibited.
73. If your membership tag is lost or stolen, notify the Centre immediately. You may still access the facility during staffed hours. A replacement fee of \$20.00 applies for a new tag.

### **Emergency and Security Procedures**

74. You acknowledge that you have been shown and instructed on the following:
  - a. How to use your 24-hour membership tag
  - b. Conditions of entry, staffed hours, and access requirements
  - c. Locations and use of emergency equipment including:
    - i. Defibrillator and first aid kits
    - ii. Personal duress lanyards and hardwired duress buttons
    - iii. Emergency intercom systems and CCTV
    - iv. Emergency evacuation plans and exits
75. In the event of an emergency, you must evacuate the building immediately when the fire or evacuation alarm sounds.

### **Equipment Use and Risk Acknowledgement**

76. You understand that using gym equipment without staff supervision increases the risk of injury.
77. High-risk equipment (e.g. treadmills, bench press, squat racks) must only be used after receiving instruction from staff.
78. You agree not to use any equipment unless you are confident in its safe operation. If unsure, you will seek assistance during staffed hours.
79. If you identify faulty equipment, you must:
  - a. Cease using it immediately

- b. Report the fault using an incident form, put the out of order sign located in the folder. If preferred, email [customerservice@aquamoves.com.au](mailto:customerservice@aquamoves.com.au)

80. By using the facility, you acknowledge the inherent risks associated with gym use and confirm that safety procedures have been explained to you.

## **MERCHANDISE POLICY**

### **Returns and Exchanges**

81. Customers may return or exchange eligible merchandise purchased instore within 14 days of purchase.
  - a. Items must be unworn, unwashed, unused, in original condition, and include original packaging and tags.
  - b. Proof of purchase is required for all returns or exchanges.
  - c. Exclusions: Returns or exchanges are not accepted for:
    - i. Swimwear
    - ii. Underwear
    - iii. Pool inflatables
    - iv. Water bottles
    - v. Other hygiene-sensitive equipment
82. Customers are advised to verify sizes and styles before purchase.
83. These exclusions are due to strict hygiene standards.

### **Faulty, Damaged or Incorrect Items**

84. If a product is faulty, damaged, or not as described, customers are entitled to a refund or exchange under the Australian Consumer Law, provided proof of purchase is shown.
85. Aquamoves may assess the item or refer it to the manufacturer or a repair agent for evaluation.
86. Refunds or replacements may be denied if the product has been misused or substantially modified.

### **Sale Items**

87. All sale or discounted items are final and cannot be returned, exchanged, or refunded.

## **COMMUNITY BOOKINGS AND ATTENDANCE**

88. Unless otherwise advised by Aquamoves:
  - a. All bookings for classes, sessions, or events must be made online using the

- prescribed booking system, in person or in writing.
- b. If you are unable to attend a booked class, session, or event, you must cancel your booking at least 12 hours prior to the scheduled start time. Failure to do so will result in the booking being marked as 'unattended'.
  - c. For aquatic group fitness classes, you must check in at reception and be marked as present by a Customer Service team member before the class begins. Failure to do so will result in the booking being marked as 'unattended'.
  - d. If you accumulate three (3) 'unattended' bookings within any 30-day period, your ability to book online will be temporarily suspended. During this time, bookings must be made in person at the reception desk.
  - e. All classes, sessions, and events are subject to change. Aquamoves reserves the right to cancel, postpone, or modify any scheduled activity at its discretion.

#### **MEMBERSHIP MINIMUM TERM**

89. One month is the minimum period for Aquamoves memberships. After two weeks of membership, you may cancel your membership at any time by providing at least 14 days' written notice to Aquamoves. Your membership will remain active and fees will continue to apply during the notice period.
90. Any outstanding balance needs to be finalised prior to the end of the minimum period.

#### **MEMBERSHIP CANCELLATION**

91. You may cancel your Aquamoves membership at any time by providing 14 days' written notice. To be eligible for cancellation:
  - a. Your account must be free of any outstanding payments. If there is an outstanding balance, it must be cleared before your cancellation request can be processed.
  - b. Cancellation requests must be submitted via email to [customerservice@aquamoves.com.au](mailto:customerservice@aquamoves.com.au)
  - c. Where there has been a change to the membership terms, you may terminate your membership contract only if you are adversely affected by a change. You will be required to provide reasonable

evidence to substantiate your claim. We will assess your claims against the available evidence.

92. The 14-day notice period begins once Aquamoves receives your completed cancellation request. Please note that the notice period cannot commence while your membership is suspended. Any billing cycle that falls within the 14-day notice period will be processed as usual via direct debit.

#### **MEMBERSHIP CANCELLATION FOR BREACH**

93. If you breach any of these Terms, Aquamoves may, without limiting its other rights under these Terms or at law, take one or more of the following actions:
  - a. Provide written notice to:
    - i. Terminate your membership immediately; or
    - ii. Suspend your membership for a period of up to three (3) months, at Aquamoves' discretion;
  - b. Issue a written warning;
  - c. Prohibit your entry to, or remove you from, Aquamoves;
  - d. Take any other action permitted under the Conditions of Entry.
94. If your membership is:
  - a. Terminated under Clause 93(a)(i), you:
    - i. Must pay any outstanding fees for the current billing cycle, pro-rated to the date of termination; and
    - ii. Will not be liable for any further membership fees beyond that amount.
  - b. Suspended under Clause 93(a)(ii), you will not have access to Aquamoves facilities or services, and no membership fees will be charged during the suspension period.
95. You acknowledge that if your membership is terminated in accordance with Clauses 93 and 94, Aquamoves is not liable for any loss or damage you may suffer as a result, except as required by law.

#### **REFUNDS**

96. Refunds and cooling off periods – All requests for refunds within the first seven days of joining will be honoured in full, providing the facilities and services have not been used. If the membership or Visit Passes has been used during the first 7 days, the applicable costs will

be deducted from the refund entitlement. All terms and conditions of the membership are binding after seven days. After this time a refund will only be approved where:

- a. A medical condition precludes further participation, and a medical certificate is provided;
  - b. The Membership paid upfront: the refund will be calculated for the unused portion of the membership, less a 20% administration fee.
  - c. Direct Debit is used: this will be calculated for the unused portion of the membership that has already been paid for, less a 20% administration fee.
  - d. All refunds will be via bank transfer, no cash refunds permitted.
97. Management reserves the right to cancel or suspend a membership at any time and if so, will refund any unused portion less 20% administration fee.
98. If you pay for a program in advance, we will refund the fee paid if:
- a. The program is cancelled by us, or,
  - b. The law requires us to refund the fee.
99. Management reserves the right to suspend or cancel a Visit Pass at any time. If this occurs, a refund will be provided for the unused portion, also less a 20% administration fee.

#### **ACCESSIBILITY FOR TIME RESTRICTED MEMBERSHIPS**

100. Access to Aquamoves facilities is determined by your membership type. This includes entry to specific areas, services, and programs during designated hours.

#### **Standard Membership Access:**

**Monday to Friday: 6:00am – 8:00pm**

**Saturday: 7:00am – 5:00pm**

**Sunday: 8:30am – 5:00pm\***

**\*Only Women Sessions 5:30pm-8:30pm - as notified on the Aquamoves website.**

#### **24/7 Gym Access (Gym Area Only):**

Monday to Friday: 8:00pm – 6:00am (next day)

Saturday: 5:00pm – 8:30am (next day)

Sunday: 9:00pm – 6:00am (next day)

101. Access outside of these hours is not permitted unless otherwise authorised by Aquamoves.

New members are required to undertake an induction to use the afterhours access to the facility. Attendance at induction is your responsibility and we are not liable for any consequences resulting from your failure to attend.

102. Please note: Seasonal schedules (summer and winter) and public holiday hours may apply. For the most up-to-date access times, please visit our website at [www.aquamoves.com.au](http://www.aquamoves.com.au)

#### **PRICE INCREASES AND CHANGES TO MEMBERSHIP**

103. Aquamoves will make reasonable efforts to provide members with at least 30 days' notice of any changes to membership pricing or structure. Notification may be provided via email, website updates, in-centre signage, or other reasonable means, using the contact details held in Aquamoves' membership database.
104. Where reasonable notice has been given, you authorise Aquamoves to adjust any direct debits from your nominated account or credit card in line with the updated fees. By completing and signing the Direct Debit Agreement, you acknowledge and accept these terms, including any applicable fee adjustments. This Clause does not apply to promotional offers or limited-time discounts.

#### **MEMBERSHIP SUSPENSIONS**

105. Aquamoves offers membership suspension (also referred to as a "freeze") under the following conditions:
- a. Members on direct debit plans are entitled to 3-month suspension period within any 12-month period.
  - b. The minimum suspension period is 7 days.
  - c. The maximum suspension period is 3 months per request.
  - d. For members on upfront payment plans, suspension entitlements are based on the membership term.
106. Suspension requests must be submitted online in advance and are subject to approval. No fees will be charged during an approved suspension period, and access to Aquamoves facilities will be paused for the duration.
- a. Suspensions must be requested via Aquamoves Website and will need to be approved.

- b. Once a suspension is applied, any changes must be requested via email to customerservice@aquamoves.com.au
- c. Members will not have access to any membership entitlements during a suspension period. If needed, members can pay casually to access the facilities.
- d. Your account must be free of outstanding payments. Any debt must be cleared before a suspension request can be processed.
- e. Direct debit payments will automatically resume at the end of the approved suspension period.

### **MEDICAL SUSPENSIONS**

107. Aquamoves offers medical suspensions under the following conditions:
- a. Medical suspensions are available and are subject to approval upon receipt of appropriate medical documentation.
  - b. The minimum medical suspension period for Learn to Swim Lessons is 21 days.
  - c. The maximum medical suspension period for Move your Way memberships is 28 days per request. Extensions may be requested in writing and are subject to approval by the Aquamoves Centre Manager. You may also freeze your membership up to 3 months per year if needed.
  - d. The total duration of medical suspensions (including extensions) must not exceed 84 days in any 12-month period.
  - e. Requests must be submitted via email to customerservice@aquamoves.com.au
  - f. Your account must be free of outstanding payments. Any debt must be cleared before a suspension request can be processed.
  - g. Members will not have access to any Aquamoves venues, facilities, or services during the suspension period.
  - h. Direct debit payments will automatically resume at the end of the approved suspension period.

### **DIRECT DEBIT PAYMENTS**

108. Membership payments must be made via direct debit from a nominated bank account or credit card.
109. Payments are debited fortnightly in advance from the day you start For Learn to Swim, your

first payment is a pro-rata amount based on the date of your next class. For Move your Way Memberships, your first payment will be for the next fortnight and the next will be debited in two weeks from the start date.

- 110. If a scheduled debit falls on a Victorian public holiday, the payment will be processed on the next business day. Depending on your financial institution, payments may take up to five (5) business days to process. You agree to continue paying the agreed instalment amount until your membership is formally suspended or cancelled.
- 111. However, you may, if you choose, pay membership fees up front for a determined membership period.
- 112. Without detracting from our rights under Clauses 108 to 111, if your financial institution does not allow payment of any instalment of the membership fee for any reason, we may contact you and ask you to make the payments in another way.

### **DIRECT DEBIT RESPONSIBILITIES AND DISHONOURS**

113. You are responsible for:
- a. Ensuring your nominated account is set up to accept direct debits. If unsure, check with your financial institution.
  - b. Ensuring sufficient funds are available on the debit date and for up to five (5) business days after.
  - c. Notifying Aquamoves of any changes to your bank or credit card details at least seven (7) days before your next scheduled debit.
114. If:
- a. You believe a debit has been made in error, or you have questions about the process, please contact Aquamoves.
  - b. A payment is declined (e.g. due to insufficient funds or credit limit), you must make the payment at reception via cash, EFTPOS, or credit card. Any dishonour fees will be passed on to you.
115. In the event of a declined payment:
- a. A \$5.50 rejection fee will be charged to your account.
  - b. Your membership will be disabled until the outstanding balance and any new fees are paid in full.

- c. If two (2) or more consecutive payments are missed (i.e. over 4 weeks), your membership will be cancelled, and your account blocked from facility access until the full debt is cleared.

## **PRIVACY AND PAYMENT INFORMATION**

- 116. Aquamoves will keep your financial information confidential, except where required to process payments or investigate a disputed debit.
- 117. You acknowledge that the joining fee is payable when you join and is non-refundable, even if you terminate your membership contract during the cooling off period.

## **RISK WARNING AND WAIVER**

### **Risk Acknowledgement**

- 118. Participation in recreational activities at Aquamoves may involve risks, including the risk of personal injury, illness, death, or property damage. Before engaging in any activity, you should consider your own health and fitness and consult a medical professional if necessary.
- 119. By submitting an Aquamoves membership application, you acknowledge and accept that:
  - a. You participate in Aquamoves' recreational services voluntarily and at your own risk.
  - b. You are aware of the risks involved, including those related to any pre-existing medical conditions.

### **Waiver of Statutory Guarantees – Commonwealth Law**

- 120. Under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), Aquamoves asks you to agree that certain statutory guarantees do not apply to recreational services.
- 121. By submitting this membership application, you agree that Aquamoves excludes liability, to the extent permitted by law, for any:
  - a. Death;
  - b. Physical or mental injury (including the aggravation or recurrence of such an injury);
  - c. Contraction or worsening of a disease;
  - d. Other condition or circumstance that may be harmful or disadvantageous to you or the community,

arising from the supply of recreational services. This includes the exclusion of any express or implied guarantee that services will be provided with due care and skill.

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

- 122. If you sign this form, you agree that your rights to sue Aquamoves under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
- 123. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Aquamoves is required to ensure that the recreational services it supplies to you –
  - a. Are rendered with due care and skill: and
  - b. Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier ; and
  - c. Might reasonably be expected to achieve any result you have made known to the supplier.
- 124. In accordance with section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.
- 125. 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 do 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 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.
- 126. If we do not enforce any of our rights under your membership at any time, it does not mean that we have waived those rights, no matter how long we wait.

## **RELEASE AND INDEMNITY**

### **Personal Injury**

- 127. In consideration of Aquamoves accepting your membership application, and to the extent permitted by law:
  - a. You release and forever discharge Aquamoves from any claims you may have (or may have had) arising from your death

or personal injury in connection with your membership, except where such injury or loss is caused by Aquamoves' gross negligence.

- b. You indemnify Aquamoves against any claim made by you or on your behalf in relation to your death or personal injury, including where caused by:
  - i. Aquamoves' negligence or breach of contract; or
  - ii. Your breach of any warranties provided in these Terms,

except to the extent that the injury or loss was caused or contributed to by Aquamoves' gross negligence.

### **Third Party Claims**

128. You also agree to release, indemnify, and hold harmless Aquamoves from any claim made by a third party arising from:
  - a. Your participation in recreational activities at Aquamoves;
  - b. Your failure to comply with Aquamoves' rules or directions;
  - c. Any breach by you of the warranties in these Terms, except to the extent that the claim arises from Aquamoves' gross negligence.

### **INSURANCE**

129. You acknowledge and agree that Aquamoves holds limited public liability insurance. This insurance may not cover all injuries, losses, or damages that may occur while using Aquamoves facilities or services.
130. You understand that:
  - a. The coverage provided may not fully indemnify you for all incidents.
  - b. You may be responsible for paying any applicable excess if a claim is made on your behalf.
  - c. It is your responsibility to assess your personal insurance needs and arrange any additional coverage at your own expense.

### **DISCLOSURE OF MEDICAL CONDITIONS**

131. You warrant that, prior to using Aquamoves' venues, facilities, and services, you:

- a. Are, and will continue to be, medically and physically fit and able to use the venue's facilities and services;
- b. Are not a danger to yourself or to the health and safety of others; and
- c. Are not currently receiving treatment for any condition, illness, disorder, or injury that would make it unsafe for you to use the venue's facilities and services.

132. You acknowledge and agree that you must disclose any pre-existing medical or other condition that may increase the risk of injury, loss, or damage to yourself or others. You acknowledge that Aquamoves relies on the information you provide, and you warrant that all such information is accurate and complete.
133. You agree to report any accidents, injuries, loss, or damage you suffer while using Aquamoves facilities and services before leaving the venue.

### **EXCLUSION OF APPLICANT**

134. You acknowledge and agree that Aquamoves may require you to provide a medical certificate or opinion from a qualified medical practitioner confirming your fitness to use the facilities or services, prior to your participation.

### **GOVERNING LAW AND JURISDICTION**

135. These Terms are governed by the laws of the State of Victoria, Australia and Greater Shepparton City Council. You irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of Victoria and waive any right to object to proceedings being brought in those courts.

### **USE OF IMAGE**

136. You acknowledge and consent to photographs and electronic images being taken of you in connection with your Aquamoves membership and during your use of the facilities or services. You agree that such photographs and images are the property of Aquamoves and may be used by Aquamoves for promotional or other purposes without further consent, without acknowledgment, and without entitlement to any remuneration or compensation, now or in the future.

### **PRIVACY POLICY**

137. You understand that Aquamoves adheres to the Privacy Policy of the Greater Shepparton City Council (GSCC).

138. You understand that the personal information you provide in this membership application is necessary for the provision of Aquamoves' facilities and services. This information is collected in accordance with the Privacy Act 2000.
139. You acknowledge that Aquamoves may use or disclose your personal information:
- to provide you with membership services, updates, and promotional material;
  - to third parties such as affiliates and organisations involved in related activities in Australia;
  - to service providers engaged by Aquamoves to perform functions on its behalf, including direct marketing;
  - To Aquamoves professional advisers, including accountants, auditors, lawyers, and insurers.
140. Your personal information is not generally disclosed to recipients outside Australia.
141. You understand that GSCC's Privacy Policy contains information about:
- how you may access and request correction of your personal information;
  - how to make a complaint about a breach of privacy; and
  - How Aquamoves will handle such complaints.
142. You acknowledge that your membership application may be declined if the required personal information is not provided.
143. If you do not wish to receive promotional material from Aquamoves, its sponsors, or third parties, you must notify Aquamoves in writing or use the opt-out option provided in the relevant communication.
144. It is your responsibility to read and understand GSCC's Privacy Policy. If you have any concerns or complaints about how your personal information is handled, you must contact Aquamoves directly.

#### **GENERAL CONDITIONS OF ENTRY**

145. All members agree to comply with, and be bound by, the Aquamoves Conditions of Entry. These conditions are displayed at Aquamoves entrance and are available online at: [www.aquamoves.com.au](http://www.aquamoves.com.au)

#### **RESPONSIBILITY FOR DAMAGE**

146. You are responsible for any damage to Aquamoves' property or facilities caused by

your wilful actions, negligence, or failure to comply with these terms and conditions. Aquamoves reserves the right to recover the cost of repairs or replacement resulting from such damage.

#### **PERSONAL BELONGINGS AND LOST PROPERTY POLICY**

147. Aquamoves takes reasonable steps to ensure the safety of users' personal belongings; however, the Centre accepts no responsibility for any loss, theft, or damage to personal items. Patrons acknowledge that they are solely responsible for their belongings and equipment at all times while using the venue. This includes items stored in lockers, which are used at the patron's own risk.

#### **Lost Property Management**

148. To support the recovery of misplaced items, Aquamoves has implemented the following lost property procedures:
- Daily Collection: At the end of each day, staff collect and sort any lost items found throughout the Centre.
  - Locker Items: Any personal belongings left in lockers after closing time are treated as lost property. Patrons are reminded to remove all items at the end of their visit.
  - Retention Periods
    - General Items (e.g., clothing, towels, and goggles): Held for 7 days, after which they are donated to charity.
    - Valuables (e.g., wallets, phones, jewellery): Held at reception for 28 days before being handed over to the local police.
  - Claiming Lost Property: Patrons wishing to reclaim lost items must contact reception with a description of the item.
  - Proof of ownership may be required.

#### **Important Notes**

149. Patrons are strongly encouraged to take extra care with valuables and to use lockers with caution.

#### **CCTV SURVEILLANCE POLICY**

150. Purpose of CCTV: CCTV is used to enhance safety, security, and operational monitoring across Aquamoves. Cameras are placed in public areas only, and signage is displayed to inform patrons and staff.

151. Access and Disclosure: CCTV footage is securely stored and only accessible to authorised staff. Footage will not be shared externally, except when formally requested by Victoria Police or other law enforcement agencies, or when required by law.
152. Privacy Compliance: Aquamoves complies with the Privacy and Data Protection Act 2014 (Vic). CCTV footage is treated as personal information and handled in accordance with the Information Privacy Principles (IPPs).

#### **LOCKERS**

153. Subject to availability, we will provide you with a locker to use at the facility as part of your membership at no cost. This also includes a bike cage. We encourage users to use a strong bike lock.
154. The locker is only available for use for temporary storage of personal items whilst you make use of the facilities or participate in a program
155. Subject to any rights you may have under the Australian Consumer Law, we do not accept responsibility and are not liable for damage to or loss of any of your belongings at the facilities, irrespective of whether or not those belongings, or bicycle, are stored in a locked locker or bicycle cage.

#### **PARKING**

156. Car parking is subject to availability and there is no guarantee that a parking space will be available to members at any given time. During major events, parking may be significantly limited or unavailable.

#### **FACILITY ACCESS**

157. Access to facilities is subject to change at Aquamoves' absolute discretion and may occur without prior notice. During events, members may experience limited access to certain facilities, including pools, group fitness classes, gym, and other services or amenities. Aquamoves does not offer compensation or refunds in such instances.

#### **OUTSIDE PROVIDERS**

158. Contractors and tenants may provide some services at the facilities, such as personal training, physiotherapy and other therapies, massage and catering and food services.
159. If you make a claim arising from the actions or omissions of a contractor or a tenant, that claim should be directed to the relevant provider,

regardless of whether you have paid them. Aquamoves accepts no liability or responsibility for the acts or omissions of any contractor or tenant who is not acting as an agent of Council. You release us from agree to hold it harmless against, any claim resulting from such acts or omissions.

#### **CHANGES TO TERMS AND CONDITIONS**

160. Aquamoves reserves the right to amend these Conditions of Entry and Terms and Conditions, including any rules relating to your membership or use of the venue. Any changes will be made with reasonable notice and communicated via email, the Aquamoves website ([www.aquamoves.com.au](http://www.aquamoves.com.au)), and/or signage displayed at the venue.
161. Where changes materially affect your rights or obligations, Aquamoves will take reasonable steps to ensure you are made aware of the changes before they take effect.

#### **ENTIRE AGREEMENT**

162. These Terms, together with any documents referred to herein, constitute the entire agreement between you and Aquamoves in relation to your Aquamoves membership. They supersede all prior agreements, understandings, representations, and negotiations concerning Aquamoves' services and facilities.
163. If any provision of these Terms is found to be void, invalid, or unenforceable, that provision will be severed, and the remainder of the Terms will continue in full force and effect.

#### **STATEMENT OF UNDERSTANDING**

164. You confirm that you have read, or have had read to you, these Terms and Conditions. You acknowledge that you understand them and consent to the activities and services described.