

DCC AQUATICS UPFRONT MEMBERSHIP FORM

DECLARATION

I declare that:

- I am older than 14 years old.
- If I am less than 18 years old, I have sought the advice of a caregiver or parent prior to signing this form.
- The information provided in this form is true and correct.
- I have read and accept the attached upfront membership terms (**Terms**).
- I will follow the rules and policies for the Aquatic Facility and gym (if applicable) as set out in the Terms, on the Aquatic Facility website, the DCC website (including the 'Policies at the pools') and displayed on the walls of the Aquatic Facility which I acknowledge may be amended from time to time.

Important: Your safety is your responsibility. We strongly recommend you read the "questions for your safety" posted in the Aquatic Facility (in the gym & in the main changing rooms) each time before you exercise as your health stratification may change. If you answer 'yes' to any of the questions we strongly recommend you seek the advice of your doctor for his or her clearance to exercise prior to using the facilities. If you have any health condition that may affect your safety or the safety of other people, it is your responsibility to bring this to our attention, so we are in the best possible position to offer assistance if necessary.

I wish to receive Aquatic Services newsletters and promotions via email Yes No

Office Use Only: Upfront Membership number: _____

UPFRONT MEMBERSHIP TERMS

The Member (**you, your**) agrees to use Aquatic Facility including the gym (if applicable) (**Facilities**) and Dunedin City Council (**DCC, we, our**) agrees to supply the use of the Facilities to you on the terms set out in the Upfront Membership Form (**Membership Form**) and these Upfront Membership Terms (**Terms**).

Capitalised terms in these Terms have the meaning set out in the Membership Form.

Use of Facilities

- 1 You are entitled to use the Facilities during normal opening hours which may be changed at any time at our discretion. At times we may close or limit access to the Facilities due to maintenance, health and safety requirements or for event bookings. You are not entitled to any Membership Fee refund for such closures.
- 2 If your upfront Membership, includes the gym, you are also permitted to use the gym facilities including such equipment as may be available in the gym from time to time.

Group Fitness

- 3 If your membership is a Premium Membership it includes Group Fitness Classes including our Aqua Fit Fitness and Just Ride classes.
- 4 We do not hold Aqua Fitness or Just Ride classes on public holidays. We may cancel a class or classes without prior notice at our sole discretion.

Member Conduct

- 5 You agree to:
 - a) comply with the rules for the use of the Facilities as listed in these Terms, on the Aquatic Facility website, the DCC website and displayed on the walls of the Facilities (**Facility Rules**);
 - b) act with courtesy and respect towards other members and staff;
 - c) use all equipment in a safe manner;
 - d) maintain appropriate standards of dress and hygiene;
 - e) notify us immediately of any health and safety issue identified at the Facilities; and

- f) comply with all directions and instructions given to you by Facility staff.
- 6 We reserve the right to require you to leave the Facilities immediately if you carry out any activity which we consider to be dangerous, offensive or in breach of any health and safety requirement.

Payment

- 7 You will pay us the Upfront Membership Fee for the whole Membership Period elected on your Membership Form on the day your membership is purchased. A service fee of 1.87% for any online credit card transactions will be added to the Membership Fee where payment is made by credit card.
- 8 All Upfront Membership Fees are inclusive of GST. A tax receipt is available on request.
- 9 Your membership is for the Membership Type and Membership Period elected on your Membership Form.
- 10 Your membership commences on the Commencement Date and continues for the Membership Period.
- 11 If there has been a change in your Membership Fee during the Membership Period, such change will take effect when you next renew your membership.

Membership Holds and Assignment

- 12 If you have a pre-paid 6 or 12 month Upfront Membership, you may put your Membership on hold for a minimum of 2 weeks but no longer than 6 months.
- 13 Subject to our approval, you may assign the remaining time on your membership to another person. All assignments require the assignee to sign a Membership Form. You will no longer be able to use that membership once assigned.
- 14 The student 9-month Swim/Gym membership is for a fixed term period from 1 March to 30 November each year that it is purchased or renewed by you.

Fee Increases

- 15 All upfront Membership Fees may be subject to increase. Such changes will take effect when you next renew your membership. These changes will be notified publicly within our facilities in accordance with clause 12.

Contact Details

- 16 To ensure that you continue to receive notices from us, you must keep us informed of any changes in your email address and other contact details.

Amendments

- 17 You will be given 20 working days' notice of any changes to these Terms. Where such changes are detrimental to you, you may request to cancel your membership and will be entitled to a refund of the Upfront Membership Fee on a pro rata basis as at the date of cancellation.

Termination

- 18 We may terminate your membership immediately without notice:
- a) if you breach any of these Terms;
 - b) for any serious or repeated breach of any of the Facility Rules; or
 - c) if, at our sole discretion, you bring us into disrepute or have not complied with the law.
- 19 You may terminate your membership at any time.
- 20 Subject to clause 17, you are not entitled to a refund if we or you terminate your Upfront Membership.

Health and Safety

- 21 You must ensure you have the appropriate fitness level and health to undertake your chosen activities at the Facilities. If you have any questions or concerns about exercising safely you should see your doctor for approval to undertake such activities.
- 22 We will comply with our obligations under the Health and Safety at Work at 2015.
- 23 To assist us to maintain the equipment in a safe condition, please advise of anything you observe which needs our attention.
- 24 You must comply with all of our instructions and the instructions of Facility staff. We do not give members advice about individual fitness or training programmes. These services are available from one of our independently contracted personal trainers or swimming coaches on their terms and conditions.

Upfront Membership Cards

- 25 We will issue you with an upfront Membership card. This is personal to you and may not be used by any other person.
- 26 You are required to have your photo taken for identification purposes.
- 27 You must produce your membership card at reception or at the gates depending on pass type to access the Facilities. If you lose your card, you will need to pay a \$2.50 fee for a replacement.

Liability

- 28 Use of the Facilities is at your own risk. Except as provided by statute, we will not be liable in contract or tort (including negligence) or otherwise for any loss, damage, physical or mental injury you may suffer during or after using the Facilities.
- 29 You are responsible for any damage you cause to our equipment at the Facilities and you indemnify us against any loss, damage or injury we suffer or incur from your actions.

Privacy

- 30 All personal information about you will be held by us in accordance with our privacy policy available of the DCC website.
- 31 We will only use that information for purposes required for administration of your membership. In accordance with the Privacy Act 2020, you are entitled to access and correct the personal information held about you.

General

- 32 No failure or delay by the DCC in insisting on the strict performance of these Terms or to exercise any right under these Terms will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
- 33 If any provision of these Terms become invalid or unenforceable, that provision will be deemed deleted from these Terms and such invalidity or unenforceability will not affect the other provisions of these Terms, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.