# LORDS FIXED TERM MEMBERSHIP TERMS AND CONDITIONS

In this application, the term 'Lords' means the City of Subiaco.

# GENERAL

# Rules

All members must comply with the centre rules which are subject to change at the discretion of Lords management. From time-totime Lords may be required to implement operational changes to comply with directions from state or federal governments or their agencies. Where relevant, members will be required to comply with those operational changes, in accordance with the directions. All members agree to have their photo taken for security purposes. Lords reserves the right to, at any time, terminate the membership of a member who behaves in a manner deemed inappropriate or who does not comply with the centre rules. No refund will be issued in the event that a membership is cancelled as a result of breaching centre rules. Lords reserves the right to alter daily operating hours, membership terms and conditions, programs and services at any time.

## Minimum age

Members must be 16 years or over to use Lords health and fitness facilities independently. Persons under the age of 18 years require parent/guardian authorisation prior to membership approval.

## Membership token

All Lords members must tag in with their allocated RFID token to use the facilities and services. Membership tokens are only to be used by you and cannot be transferred or provided to any other person. Tokens remain the property of Lords and may be reclaimed from members who are in default of any payment under this agreement. Lords reserves the right to refuse entry if no token is presented.

## Swimming pool

Lords swimming pool is a 'Group 3' aquatic facility. Access is for members only and patrons under the supervision of a qualified instructor. There is no lifeguard on duty at any time, therefore members are encouraged not to swim alone. When using the swimming pool, users must abide by the conditions of entry for the Lords swimming pool. Lords reserves the right to implement changes to aquatic operations in line with the Department of Health WA Code of Practice for aquatic facilities. Pool lane availability is subject to pool bookings, as reflected in the online pool lane availability chart. Lords reserves the right to change pool lane availability in accordance with aquatic bookings.

## **Concession discounts**

Only members who hold a valid concession card are eligible for the concession discount. Members must provide proof of their concession status at the time of each registration. Access to the facilities will be disabled until proof of concession is provided.

# **PAYMENT DECLARATION**

I agree that payment for membership fees must be made upfront at the time of joining. The liability for the payment under this agreement will continue notwithstanding my frequency of attendance at Lords or that I should cease to attend all together. I acknowledge that I may not be entitled to any refund. I declare that I have read and understand all of the above provisions as well as the centre rules and regulations and agree to enter into and be bound by this agreement as a legally binding contract.

#### PRIVACY DISCLOSURE STATEMENT

The personal information which the City of Subiaco collects in this application form is collected to enable Lords to process your application for membership. The information is used solely within the City of Subiaco. You are able to access your personal information held by the City of Subiaco in accordance with the Lords access policy. If you do not provide the information Lords will not be able to accept your application for membership. For further information of Lords privacy and disclaimer policy, please see <a href="https://www.lords.com.au/privacy-and-disclaimer">www.lords.com.au/privacy-and-disclaimer</a>.

# **FIXED TERM MEMBERSHIP TERMS**

#### Suspensions

Fixed term membership agreements may be placed on hold for a maximum of 84 days for 12 month memberships or 21 days for three month memberships. No suspension period is available to one month memberships. Suspension, as a result of medical circumstance, is to be supported with formal documentation from a health professional on business letterhead and must be submitted to the Lords membership team for approval by the team leader. Members must complete and sign a suspension form at reception or via email to the Lords membership team with five days' notice prior to intended leave.

#### **Refunds and transfers**

Membership refunds are permitted if the request to cancel is within the seven day cooling off period. Lords may at its sole discretion, permit a refund where a member has moved interstate or is unable to attend the facility due to medical reasons. All evidence and documentation supporting this request is to be submitted in writing or via email to the Lords membership team for approval. If approved, the membership fee will be refunded on a pro-rata basis, minus the cost of any fitness services the client may have used prior to cancellation. A 30 day cancellation period applies. Membership transfers are only permitted for 12 month fixed term memberships. All requests for transfer must be submitted in writing in centre or via email to the Lords membership team at memberships@subiaco.wa.gov.au. No refunds will be given on membership transfers due to change of plans. Once the transfer process is complete the membership will be in the allocated person's name.

#### Membership upgrade or downgrade

Membership upgrades or downgrades are permitted for three month and 12 month fixed term memberships. Requests for upgrade/downgrade must be submitted with five days' notice and made in writing to the Lords membership team at <u>memberships@subiaco.wa.gov.au</u>.