



Active Melbourne Membership and Swim School terms and conditions

Melbourne City Baths

Effective 7 December 2022

Terms and conditions

1. Parties

You (Customer) and Melbourne City Council including Councillors, staff and contractors (Council, we or us).

2. Application

These terms and conditions apply to your Active Melbourne and/or Swim School membership. Access to the facilities will depend on your Active Melbourne membership type (See Clauses 16-17). Swim School memberships only allows access the pool (no gym, group fitness, squash, stadium, spa and sauna). Access is granted to the relevant facility during their operating hours, which are subject to change (Notice of change available on the internet):

- Melbourne City Baths (MCB) owned and operated by Council (Facility)
- Carlton Baths, Kensington Community Recreation Centre and North Melbourne Recreation Centre owned by Council and operated by YMCA (Access Facilities).

3. Customer must keep personal information up to date (Including responsible adult of child members)

You must notify Council of any change to your personal information or other information including name, gender, contact details, bank account details, and relevant health information. The facility will also collect a profile photo for member account which is stored in the point of sale system with customer details, you can request at the facility to change your photo. You will be able to update your personal information directly with/at the Facility or via the online portal (if this option is available). The relevant facility will communicate to members at your last known email address. If your doctor recommends that you do not participate in particular activities or any exercise, you must notify Facility as soon as is reasonably practicable.

4. Customer must keep copies of correspondence with Facility

You must keep a copy (such as by taking a photo) of all correspondence and forms submitted by you to Council including details of when and how submitted. If you assert that you have communicated something to Council or taken action under these terms and conditions without providing sufficient paperwork and details in support and Council holds no such record then it is deemed that such communication or action did not occur and/or cannot be relied on.

5. Customer agreement as to liability

Despite foreseeable risk and the probability of serious harm, the burden of taking reasonable precautions to avoid the risk of harm lies with you. These risks include, but are not limited to, loss or damage to personal property, injury or fatality. You acknowledge and agree that you use the Facility and Access Facilities at your own risk. If you suffer injury or illness, you consent to us arranging medical treatment including calling an ambulance as deemed essential for your safety, at your cost.

6. Customer conduct

You must strictly comply with these terms and conditions, all directions of Council and its staff, all laws, the conditions of entry displayed at the Facility and Access Facility and any other agreed obligations and requirements set out in your membership application form and direct debit agreement with third party, at all times. The Council may amend these conditions from time to time by giving you 28 days' notice. Any identified breach of your obligations may, at the absolute discretion, be referred to Victoria Police or other relevant authority.

You are expected at all times to treat staff and other patrons with respect and in a kind and courteous manner.

7. Customer complaint

A customer complaint must be made in writing and submitted to the reception of the Facility or via e-mail to your host facility. All complaints should first be raised with the facilities staff to resolve, if possible, before making a formal complaint. Any complaints relating to your financial payment can be directed to Facility as per terms and conditions stated on Direct Debit Request Service Agreement.

8. Privacy

The City of Melbourne (CoM) is committed to protecting your privacy and is bound by the Information Privacy Principles in the Privacy and Data Protection Act 2014 (Vic) ('PDP Act') and any code of practice made under the PDP Act with regard to the collection of personal information. In the context of the collection of health information, CoM is permitted to collect this information under Health Privacy Principle 1.1 of the Health Records Act 2001 (Vic) which allows the collection of health information for one of its activities or functions if a) the individual has consented.

The personal information requested from you is collected by CoM for the purpose of processing your membership application, managing your ongoing membership and for any other purpose directly related to your use of CoM's recreation facilities and services. If this information is not collected, CoM cannot register you as a recreation centre member nor fulfil its duty of care obligations. The personal information you provide to CoM other than payment information (see below) is stored in CoM's membership and point of sale system maintained by a third party cloud service provider and will be securely transmitted to, and stored on, servers located in, Australia.

The general health information collected on your registration form is for the purpose of assisting CoM to minimise risk associated with the delivery of health and fitness services to you or your child where registered for the Teen Gym or Swim School. This information is stored in CoM's membership and point of sale system.

In some instances, depending on your or your child's health needs, it may be necessary for CoM to collect a medical certificate from you. This is to assist CoM to ensure it has medical clearance to deliver the health and fitness services sought by you in a manner that is tailored to your or your child's individual health needs. In those circumstances CoM will securely store the medical certificate on a separate cloud based fitness management system maintained by a third party cloud service provider with servers located in Australia. CoM will limit access to the medical certificates to key staff members that require access in order to assess health needs in the course of providing services to you or your child.

CoM discloses your payment information to a third party payment gateway (payment gateway) for the purpose of processing payments but will not share any information about your enrolment. The payment gateway securely stores your payment information on servers located in Australia.

CoM will not disclose the personal or health information collected from you to any other third party without your consent or unless required by law.

CoM will assign to you and/or your child a unique identifier in the form of a membership number for the purpose of providing membership and point of sale services, in line with the operations of its recreation centres. Where a discount membership rate is applied, CoM will collect from you a unique identifier in the form of a concession card number which will be stored in CoM's membership and point of sale system as stated above.

In the event of an emergency or injury, CoM will use the emergency contact's personal information, as supplied by you, to inform them of the situation. Please ensure any individual you nominate as an emergency contact or responsible person (for aquatics) is made aware that their personal information has been provided to CoM for this purpose.

Upon cessation of your membership or use of our facilities, your personal information will continue to reside in CoM's membership and point of sale system system for an additional 7 years or, in the case of your child's

personal information, for an additional 7 years from when your child attains 18 years of age in line with Public Records Office of Victoria (PROV) data retention requirements. Following the expiration of the applicable time period the personal information will be securely destroyed. Your health information will continue to reside in CoM's membership and point of sale system and/or fitness management system for an additional 7 years, or in the case of your child's health information, until your child attains 25 years of age in line with the data retention requirements in the Health Records Act 2001 (Vic). Following the expiration of the applicable time period the health information will be securely destroyed.

If you wish to alter any of the personal or health information you have supplied to CoM, you can do so via the online portal (when available) or contact recreation centre staff via email -mcb@melbourne.vic.gov.au – or in person on your next visit.

Your contact details will be used to keep you informed of announcements directly related to your membership or services provided by CoM recreation facilities.

By providing your personal details to register as a CoM recreation centre account holder, you consent to CoM using your personal information for direct marketing purposes, related to the use of CoM recreation centres, unless you have already opted out of marketing, or until you opt out.

You have the right to opt-out of marketing communications at any time and can do this by using the "unsubscribe" link in any materials we send you, or via your CoM recreation centre online account.

9. Customer obligation to pay membership

Members must enter into a direct debit arrangement with a third party nominated by the Council (from time to time) for payment of membership fees unless the membership is a Results membership (see condition 16). Members have a responsibility to ensure that there are sufficient cleared funds in the nominated account by the direct debit date to enable the debit to be honoured on the direct debit date. The Council is not responsible for any fees and charges that may be charged by your financial institute or under any direct debit agreement. If the direct debit date falls on a public holiday the payment will be processed the following business day. If a direct debit you have agreed to is dishonoured for any reason including insufficient funds or closed account, you will be charged and agree to pay a \$20 administration fee on top of any amount outstanding. The administration fee will not be charged if the customer pays the outstanding amount in person by 5:00pm the following Monday for Credit Card Rejections & by 5:00pm the following Thursday for Bank Rejections. Rejected payments can only be made at the Facility, unless notified in writing that an online payment facility has been made available to the member. Access to the facilities may be restricted or suspended at the discretion of the Council, where membership fees are outstanding. Council reserves the right to recover any unpaid membership fees and/or terminate your membership by giving notice.

10. Membership card/band

The membership card/band enables you to enter the Facility. You must notify us as soon as is reasonably possible if your membership card/band is damaged, lost or stolen. If we request you to produce your membership card/band, you must do so within 14 days or will be deemed lost and will be digitally cancelled. We will issue you a new membership card/band either in person or by keeping it at the reception of the Facilities for collection and in doing so you will be charged and agree to pay a \$5.00 replacement fee (you are not entitled to a refund of this fee if you find and/or produce your membership card/band at a later date).

11. Termination or suspension by Melbourne City Council

Council may suspend (including to investigate) or terminate your membership with or without notice if you breach or are reasonably suspected of breaching the required conduct set out in condition 6 or these terms and conditions. If your membership is cancelled or suspended Council will stop charging you fees. You will not be entitled to a refund of fees already paid unless at the absolute discretion of the Council.

12. Unforeseeable Circumstances

The Facility or Access Facilities may be closed and its programs cancelled by the Council at any time in the event of an emergency or due to circumstances beyond Council's control (including but not limited to an electrical fault, software issues, water leak, issue with the Facility or Access Facility, pandemic, OH&S reasons, government direction or other matter) or at any time for other reasons including maintenance. The Council will use its reasonable endeavours to notify members by email of planned closures or emergency closures. Council may agree, at its discretion, to extend the term of your membership or stop payments while the Facility or Access Facility is closed.

13. Memberships conditions

The prices and operation are reviewed from time to time and Council reserves the right to unilaterally vary these terms and conditions by giving you 28 days' notice by e-mail and by updating our website. Membership and other prices are reviewed annually and are subject to change. Notice of any pricing changes will be emailed to the last known address and displayed in the Facility and Access Facilities by 2 June of the year in which prices will change effective 1 July of that year.

14. Watch around water supervision

- 14.1.1 Children under 5 years of age must be accompanied by a responsible person at all times and be within arm's reach of that person and if there is a pool, only enter the pool together with that responsible person unless specific prior consent is provided by a lifeguard or swim teacher. The responsible person must alert staff that the child is under 5 on entry so that a pink wristband can be assigned and this must be worn by the child at all times.
- 14.1.2 Children between 5 and under 12 years of age must be accompanied by a responsible person at all times and be constantly and actively supervised by that responsible person with the person having a clear and unobstructed view of the child and their surrounds. The responsible person must alert staff that the child is between 5 and 12 on entry so that a yellow wristband can be assigned and this must be worn by the child at all times.
- 14.1.3 Children of any age will be removed from the water if the lifeguard believes they are unsafe. If a child deemed unsafe is 12 years or older and not accompanied by a responsible person, they will be asked to leave the facility.
- 14.1.4 Groups of children between the ages of 5 and 12 must not exceed the ratio of 1 responsible person to 4 children. Groups of children under the age of 5 must not exceed a ratio of 1 responsible person to 2 children.

Note – Responsible person must be aged 17 years or older and able to enter the water if there is an emergency.

15. No mobile phone use

Mobile phones and recording devices must not be used at any time while in change rooms or while supervising children, including during lessons. The taking of photographs within the Facility or Access Facilities is not allowed at any time, unless permitted by facility management.

16. Active Melbourne Memberships types

The following membership types are available at the Facility. These memberships are subject to the eligibility criteria and payment of the membership fee rates that are current at the time you take out your membership (or as amended under condition 12). Reference to Results, means an Active Melbourne membership type below where full payment of a specified term is made in advance (for example annually).

16.1 Active Melbourne membership

Full access to the Facilities and Access Facilities. Eligibility: Age over 17

16.2 Active Melbourne student and Active Melbourne RMIT student membership

Full access to the Facilities and Access Facilities. Eligibility; must be a full time student and produce a valid student card (RMIT Student Memberships needs to produce a valid RMIT student card) within 28 days of the membership commencement date. On expiry of the student card or when you cease to be a full time student the membership will revert to an Active Melbourne membership.

16.3 Active Melbourne prime

Off peak membership with restricted access times to Facility and Access Facilities (weekdays 8am - 5pm and all day weekends). Eligibility; Must produce a valid seniors' card (for prime) within 28 days of the membership commencement date.

16.4 Active Melbourne concession

Full access to the Facilities and Access Facilities. Eligibility; Must produce a valid concession card within 28 days of the membership commencement date. On expiry of the concession card the membership will revert to an Active Melbourne membership.

16.5 Active Melbourne youth

Eligibility: Age 12-17, Limited to use at MCB. Full access to the gym and pool and access to all group fitness classes that are considered non- weight bearing. Parent or guardian must sign the membership agreement, agree to be responsible for membership fees and attend all consultations that occur with a gym instructor. Parent or guardian and youth member must sign the pre-exercise screening questionnaire. Membership is not active until after an initial consultation and a program introduction with a qualified gym instructor in the presence of a parent or guardian. Youth member must complete at least one gym consultation every six months.

16.6 Active Melbourne aquatic

Access to pools, spa and sauna at all Facilities and Access Facilities. No gym access.

16.7 Customer eligibility and maintaining eligibility for membership categories

If your eligibility requires proof of age or status you must produce evidence to Council's satisfaction to qualify, e.g. A Seniors Card for a Prime membership and in terms of establishing that you're a full time student, a student card together with confirmation of enrolment. You are only entitled to the reduced fee for the period that your evidence covers and it is your responsibility to keep this evidence updated or else you will be charged the full rate for that membership type. For example, if you have the Youth membership, on turning 18 years of age, your rate will automatically increase to the Active Melbourne membership rate. If you have a Student Active Melbourne membership and the expiry date on your student card as recorded by Council expires, your rate will automatically increase to the Active Melbourne membership rate. If you produce your new student card after your previous student card has expired, you are only entitled to the reduced rate from the date you produce your new student card.

16.8 Customer may request to change membership type

You may change your membership at any time, subject to: satisfying any eligibility criteria, providing at least 3 clear business days' notice prior to your next scheduled direct debit, and submitting a completed amendment form to your home Facility.

17. Swim School membership

Benefits: Access to an agreed scheduled weekly swim school lesson/s (missed lessons will not be reimbursed or made up except as set out in these terms and conditions), free access to use the pool at no cost for active

students outside of scheduled lesson time (but does not include a student on any form of suspension), and locker use on entry.

An adult accompanying a student aged under 5 years will receive free entry to use the pool. An adult accompanying a student aged 5 – 12 years will receive free entry to supervise, but must pay the entrance fee to swim. A student must be over 6 months in age to participate in swimming lessons. Students aged under 3 years must have a parent/guardian aged over 17 years old in the pool and participate in the lessons with them.

Price: Membership fee is based on duration of lessons.

Note: Enrolment Swim School membership is an ongoing membership and will continue unless a cancellation request has been successfully processed. Swimming lessons will operate continuously through the year, including during Victorian state school term holidays, unless advised differently via email to member or responsible adults last known email address. No classes are held on public holidays. Payments and enrolments are non-refundable and non-transferable. It is your responsibility to know the start and finish dates of the lessons for the year. This information is available on the City of Melbourne websites.

17.1 Aqua nappies

All children who are not toilet trained or newly toilet trained must wear an aqua nappy whilst in the pool.

18. Customer may suspend Active Melbourne or Swim School membership

18.1 Active Melbourne Suspensions

You may suspend your membership for the duration set out below for a minimum of 5 consecutive days provided that a completed customer amendment form is received by the Facility at least 3 business days prior to your next scheduled direct debit. Suspensions will take effect from the later of, the date a completed amendment form has been received by the Council or the date specified in the application requested by the customer. You are not able to suspend while you are within your membership cancellation notice period. A customer amendment form can be completed at the Facility, via the [Melbourne City Baths](https://www.melbourne.vic.gov.au/melbourne-city-baths)¹ websites or by email to mcb@melbourne.vic.gov.au.

Suspension duration:

- For up to 28 days for Active Melbourne, Active Melbourne Prime, Active Melbourne Youth, Active Melbourne Concession, Active Melbourne Aquatic,
- For a period of up to 28 days for Results Active Melbourne with agreed term of membership being extended by the period of suspension.
- For up to 56 days for Active Melbourne Student.
- For up to 112 days for Active Melbourne RMIT Student.
- For one period of up to 140 continuous days commencing within two years of the birth or adoption of a child for all membership types and after a request has been made to the Facility. Proof to the reasonable satisfaction of the Facility staff must be provided (for example birth or adoption certificate). For Results Active Melbourne, agreed term of membership will be extended by the period of the suspension.
- Suspensions for durations longer than the days specified above will be allowed subject to the payment of a suspension fee being \$10 per fortnight or part thereof.
- Suspensions for medical reasons in excess of the above will not incur a suspension fee provided that evidence, by way of a current doctors medical certificate, is provided that confirms you are medically unfit for exercise. For Results Active Melbourne agreed term of membership will be extended by the period of suspension.

¹ <https://www.melbourne.vic.gov.au/community/sports-recreation/melbourne-city-baths/members-area/Pages/suspending-memberships.aspx>

18.2 Swim School Suspensions

You may suspend your Swim School membership at no cost for up to a maximum six weeks per calendar year for minimum periods of at least one week at a time, by submitting a written suspension request and giving at least 3 days' notice before your next scheduled direct debit. If received after 3 days prior to direct debit the suspension request will take effect from following direct debit. You will not be entitled to access the pool facilities during your requested suspension period. You are not able to suspend while you are within your membership cancellation notice period. A suspension form is available online at [Melbourne City Baths suspensions](#)² website, or via email to MCBSwimSchool@melbourne.vic.gov.au or at the Facility reception. You may request to suspend your membership on medical grounds if a) you notify us in writing (email, website suspension request or form at facility) 2 hours prior to your scheduled lesson that you are not attending lessons due to medical reasons, b) you produce a medical certificate for the relevant period and c) give medical certificate (for the student or adult responsible for a child student) to us within two weeks of the missed lesson. At our discretion, we may accept a medical certificate for another immediate family member if there is no other responsible adult to attend the lesson with a child student.

19. Customer may cancel membership

You may cancel your membership at any time while it is active (not on suspension) by giving Council 2 weeks' notice in writing. The cancellation form can be obtained at reception or is available online at [Melbourne City Baths](#)³. The cancellation notice can be handed to reception or emailed to mcb@melbourne.vic.gov.au (memberships) or MCBSwimSchool@melbourne.vic.gov.au (Swim School). All outstanding fees must be paid prior to your membership or swimming lessons being cancelled. It is the Customer's responsibility to retain a copy of the cancellation form and evidence that it was received by the Facility. The customer may re-join the Facility within 6 weeks of cancellation of membership and have the joining fee waived (up to the value of the original joining fee paid). A membership is only considered cancelled when the written notice is received by the Facility.

19.1 Cancelling membership and swimming lessons paid fortnight direct debit

For Direct Debit memberships and swimming lessons, after written notice of cancellation has been received by the Facility, the next scheduled payment will be debited in full and your membership or swimming lessons will continue for the fortnight following the final direct debit. You the customer authorises the Council to debit any outstanding balance or arrears in payments prior to cancellation, including charging any outstanding administration fees if applicable. If notification of cancellation is received on the same day as the direct debit, the Council will consider this as the final direct debit to be paid. A membership is only considered cancelled when the written notice is received by the Facility.

19.2 Cancelling memberships that are paid upfront

For Results Active Melbourne, 14 days written notice must be given to the Facility. The unused portion of membership will be refunded, less a \$78 administration fee. Suspension may not be used during this time.

19.3 Medical Cancellations

If the cancellation is due to medical circumstances and a medical certificate has been provided confirming that you are unable to continue with your membership, the membership will end on the date the cancellation notice and medical certificate has been received by the Facility.

² <http://www.melbourne.vic.gov.au/melbournecitybaths/memberships/Pages/Membershipsuspension.aspx>

³ <https://www.melbourne.vic.gov.au/community/sports-recreation/melbourne-city-baths/members-area/Pages/cancelling-memberships.aspx>