

MARC Membership Terms and Conditions

I ("the Member") hereby apply for membership to the Mandurah Aquatic and Recreation Centre (MARC), managed by the City of Mandurah ("the City"), located at Peel Street, Mandurah, Western Australia.

I have read and agree to the following terms and conditions ("Terms and Conditions"):

1. Membership Type

- My membership will remain active for the period specified at the time of purchase, subject to applicable fees and future renewals.
- My membership entitles me to use the services and facilities included in my membership for the duration of my membership.
- These Terms and Conditions should be read together with all facility rules, entry requirements, policies, and signage, which form part of this agreement.
- Membership fees are set under the City's Fees and Charges Schedule, subject to annual review, and the new membership fees may be applied from 1 July each year in line with the new City's Fees and Charges Schedule.

2. Member Responsibilities

- I will comply with all facility rules, conditions of entry, signage and local laws, including behaving respectfully, wearing appropriate attire, and using equipment and services safely.
- For identification purposes, I must present valid photo ID at the time of sign-up for MARC staff to sight only, and I consent to MARC staff taking my photograph for my membership account.
- My membership access and usage is strictly limited to me. Under no circumstances may another person use the membership fob/band to access the MARC or any membership entitlement.
- I will bring and use my own appropriately sized towel when accessing the aquatic and gym facilities.
- I will promptly update any changes to my personal details (including my name, address, or bank account details) through the online Perfect Gym Client Portal.
- The City is as a Child Safe Organisation committed to the safety and wellbeing of children and young people, and I will behave respectfully toward children at all times, follow City staff directions regarding safety and supervision, and refrain from any behaviour that could place a child or young person at risk of harm.

3. Fobs/Bands

- I understand there is a fee for a new fob/band, which is in addition to my membership fees.
- I will report any lost or stolen fobs/band to MARC immediately, and I understand that there is a replacement fee for a new fob/band if my fob/band is lost or stolen.
- Only one fob/band is permitted per membership. Transfers of fob/bands may only occur with approval. No refunds will be provided for returned fobs/bands.

4. 1-Month or 3-Month Membership

- Membership fees (set under the City's Annual Fees and Charges Schedule) must be paid in full upfront for the selected membership period at the time of purchase.

5. Direct Debit Membership

- Membership fees paid by direct debit payments are processed by the City's nominated payment provider under an authorised debit arrangement.



- New direct debit membership fees may be applied automatically from 1 July each year annually in line with the City's Annual Fees and Charges Schedule.
- If a scheduled payment is dishonoured for any reason, the City reserves the right to charge a 'bank rejection fee' in line with the City's Annual Fees and Charges Schedule.
- Where a direct debit payment fails, any outstanding amount will be carried forward and added to the next scheduled direct debit payment.
- The City may suspend or cancel my membership if payments remain unpaid for more than fourteen (14) consecutive days.
- All payments made up to the date of cancellation are non-refundable, and any outstanding balance will become immediately due and payable.

6. 'Fit for Student' Membership 12 – 18 years

The following terms apply to students aged 12-15 years old who have applied for the 'Fit for Student' Membership:

- I will obtain written consent from a parent or guardian before commencing my membership.
- If unaccompanied by a responsible parent or guardian 16 years or older, I am restricted to specific access times at the gym.
- If accompanied by a responsible parent or guardian 16 years or older, I may access the gym outside of restricted hours and/or I may attend the aquatic area or stadium area (as per the facility entry requirements).
- My parent or guardian remains responsible for supervising me and ensuring my compliance with these Terms and Conditions.

7. Company Membership

The following terms apply for Company Memberships:

- To be eligible for a Company Membership, the company must maintain a minimum of five (5) staff members with active MARC membership contracts; all commenced within four (4) weeks of the initial staff member's contract start date.
- The Company Membership provides a 20% discount on direct debit memberships only. This discount does not apply to 1-month or 3-month upfront memberships. The Company Membership discount is not applicable to spouses, partners, or children of eligible staff members.
- All other membership terms and conditions applicable to standard memberships apply to Company Memberships.
- If at any time the company falls below the minimum requirement of five (5) active members, the MARC will notify the company in writing. The company will have four (4) weeks from the date of notification to restore the minimum number of active memberships to maintain the discount.
- If the minimum membership requirement is not met within the four (4) week period, the remaining members under the Company Membership will be offered the option to transfer to a full-priced membership. If this option is declined, the membership will be cancelled.
- MARC staff may request proof of current employment at any time, and such proof must be provided to confirm ongoing eligibility for the Company Membership discount.

8. Freezing of Membership

- Requests to freeze membership (a member-initiated pause of membership) may be made at any time via the Perfect Gym Client Portal.
- The minimum consecutive freeze period is 7 days.
- I may freeze my membership only up to the maximum freeze period limits set out below:

Type of membership	Freeze period limit
Direct debit membership	Up to 12 weeks per calendar year
3-month membership	Up to 3 weeks during the 3-month period
1-month membership	Nil.



- Freeze requests cannot be applied retrospectively.
- Additional freeze periods may be granted for injury or medical reasons, subject to provision of a valid medical certificate, or for members aged 60 years and over.
- Any request to exceed the applicable freeze period limit must be submitted in writing, supported by appropriate evidence, and is subject to the City's discretionary approval.
- I will notify MARC promptly if my direct debit payments continue during any approved freeze period.
- Direct debit payments will automatically recommence at the end of the approved freeze period, and I am responsible for monitoring this date.

9. Cooling-Off Period

- I understand that I am entitled to a 7-day cooling off period from the date of purchase, during which I may change my decision regarding my membership. The City will refund the cost of the membership within 14 days, less any administration costs directly related to setting up and cancelling my membership.
- If I received a membership fob/band, I will return it during the cooling-off period. The cost of the fob/band will be refunded upon its return. If it is not returned or is damaged, the City may deduct the replacement cost from the refund.
- Subject to the cooling-off period, all membership payments are non-refundable.

10. Cancellation of 1-Month or 3-Month Membership

- I may cancel my membership by completing an online cancellation form and obtaining the City's confirmation approval for the cancellation. An administration fee (as set out in the City's Annual Fees and Charges Schedule) will apply.
- Subject to the above, the City may, at its discretion, provide a pro-rata refund from the approved cancellation date in circumstances such as illness or physical incapacity, where supported by a valid medical certificate.

11. Cancellation of a Direct Debit Membership

- My direct debit membership is ongoing and will continue until cancelled by either me or the City.
- I may cancel my membership (and direct debit payments) by completing an online cancellation form at least 7 days prior to the intended cancellation date and obtaining the City's confirmation approval for the cancellation.
- An administration fee (as set out in the City's Annual Fees and Charges Schedule) will apply.
- I understand that I cannot cancel my payments directly through my bank or payroll office.
- I accept that it is my responsibility to ensure that I have obtained the City's confirmation approval for the cancellation and ensure the direct debits have ceased from my bank account after cancellation. I will contact the MARC promptly in writing within 7 days, if direct debits continue.

12. City's termination

- The City reserves the right to suspend or cancel my membership, without refund, in the event of a serious or repeated breaches of these Terms and Conditions or facility rules.

13. Group and Aqua Fitness Classes and Activities

- I acknowledge that Group and Aqua Fitness classes are subject to limited capacity and daily booking limits, which may be varied by the City without notice. I further acknowledge that certain classes may be attended no more than once per day.

14. Behaviour & Safety

- I am responsible for disclosing any medical conditions, whether general or specific, that may restrict or otherwise affect my ability to participate in activities at the MARC.



- I do not have any medical condition and/or do not take medication that may affect my ability to safely participate in any activity during my membership.
- I acknowledge that participation in physical activity and use of MARC facilities and services carries inherent risks, including the risk of injury, loss, or damage.
- I am responsible for monitoring my own physical condition and acknowledge that, if I have any health concerns, I should seek appropriate medical advice before using MARC facilities or participating in any activities.

15. Changes to Terms and Conditions

- If these Terms and Conditions are amended, the updated version will be published on our website and made available at our facility. Members will be notified in writing of any material changes affecting fees, cancellation rights, or member obligations.

16. MARC Closures

- I understand that if the MARC (or portions of the facility) are required to be closed due to unforeseen circumstances (including maintenance, repairs, government restrictions, or emergencies), membership fees will not be refunded and the City will not be liable for any loss or inconvenience arising from such closures.

17. Indemnity

- I agree to indemnify the City, all its officers, agents, and employees in respect of any claim arising from any event that occurs whilst I am present at or utilising the services or any facilities of the MARC. This includes any damage to property or any accident, injury or loss suffered by me or any person in my care and control. I also release the City from all liability for such events, except where any injury or loss is directly caused as a result of the City's negligence.

By signing below, I confirm that I have read, understood, and agree to the MARC Membership Terms and Conditions.

Member Signature

Parent/Guardian Signature, if under 16

Date _____ / _____ / _____

