

Oasis Aquatic Centre Membership Terms & Conditions

The Oasis Aquatic Centre (OAC) is a Wagga Wagga City Council facility.

1.0 General Membership Information

1. Memberships are limited to members nominated at the time of joining and are non-transferable during use.
2. Membership types and categories may change from time to time at the sole discretion of Wagga Wagga City Council. Concession rates are available on some membership categories – proof of concession is required.
3. Memberships cannot be renewed, in the case of a 12-month agreement, until the current agreement has less than 4 months before it's due to expire.
4. Memberships cannot be renewed in any other case, where the total pre-paid agreement would, at any time, exceed 15 months.
5. Electronic communication will be used for the purpose of informing you about your membership and/or OAC.
6. OAC reserves the right to reject an application for membership to the Centre
7. OAC reserves the right to change, modify or update rules and terms and conditions relating to your membership or use of the OAC facility. Any such changes will be made with reasonable notice and displayed in the Centre.
8. Membership cards must be presented prior to entry. Lost cards must be reported to reception for a replacement (Fee will be charged to replace).
9. Students studying full time may be included as a child on their family membership until the age of 18. Proof of full-time study is required before processing.
10. Memberships are not transferable except for extenuating circumstances and requires a written request to management for approval (a transfer fee will be applicable).

2.0 Cooling Off Period

OAC offers a 3-day cooling off period on all memberships. To be eligible for a refund, a written cancellation request must be received within 3 days of purchase. Please note for direct debit memberships your pro-rata payment (part payment of first fortnight joined) may not be refunded.

3.0 Membership – direct debit option

1. Oasis Aquatic Centre (OAC) offers a direct debit option on select 12-month memberships.
2. Direct Debit Memberships are processed by OAC and sent to a 3rd party for processing on a Thursday on a fortnightly basis and will be debited to the member's nominated bank account, Visa card or Mastercard. Your account will usually be debited within two days of this time (depending on bank processing).
3. It is the responsibility of the member to keep OAC informed of account or credit card changes.
4. If a payment for membership is dishonoured or unable to be processed, a temporary stop will be placed on the membership and an alternative method of payment must be supplied. OAC reserves the right to charge members a fee for defaulted payments.

5. On joining you are required to pay an up-front portion of the annual fee (\$100 single membership, \$200 family membership), plus pro-rata amount for the current month you are joining. The remainder monies owed of the annual fee are to be paid on a Thursday, fortnightly by direct debit
6. All direct debit memberships incur an annual administration fee.

4.0 Membership Freeze/Extension

1. Membership freezes (direct debit) or extensions (up-front payment) are only offered in cases relating to injury or medical conditions (subject to approval of Centre Manager) up to a maximum of 3 months during the contract term. Evidence must be provided in writing & accompanied by relevant documentation from a registered medical practitioner. Direct debit payments will resume immediately following the allocated suspension period. Travel or personal suspension is not offered by OAC.
2. All family memberships will expire at the same time. Management reserve the right to change the expiry date of memberships to bring all the family members into alignment.
3. In the event of a family member needing an extension on their paid-up front membership due to reasons listed in clause 4.1, if approved, the extension period will be totalled and divided by the number of family members. This number will then be added to all family members. E.g., A 10-day extension was approved, divided by 5 members= 2 days added to all 5 members. This is to keep all family memberships in alignment.
4. In the event that any family member requires a suspension on their direct debit family membership during the contract term due to reasons listed in clause 4.1, if approved, the suspension period will be totalled and divided by the number of family members. All memberships in the family will be suspended by this number of days to keep all family memberships in alignment and direct debit amounts will be adjusted accordingly. No Family members will be able to attend during this suspension period.
5. Management reserve the right to allow transfer of memberships (1.9) to individuals nominated by the member. In these cases, OAC require an application in writing and management will assess each case on an individual basis. A transfer fee will apply.
6. For all other membership freezes or extensions, enquiries can be made in writing to OAC management. OAC management reserves the right to freeze or extend memberships based on extenuating circumstances.

5.0 Direct Debit Membership Cancellation

1. To cancel a direct debit contract prior to the 12-month expiry (due to serious illness, permanent injury, medical disablement, or permanent relocation) requires notification to the OAC Manager in writing with supporting documentation. A notification period of 14 days is required. Memberships cancelled due to reasons listed in 5.1 will not incur a fee.
2. Cancellation of direct debit memberships for reasons not listed in clause 5.1 prior to the 12-month expiry, requires notification in writing to the OAC Manager and may incur a cost up to the equivalent of 2 months membership fee. A notification period of 14 days is required.

6.0 Off Peak Access

Off peak access is limited to those times and months specified in the off-peak category. Access outside these times/months is not permitted.

7.0 All-inclusive membership

An all-inclusive membership allows you unlimited access to OAC for Leisure swimming and all OAC run fitness classes.

8.0 Waiver of Liability

Members are solely responsible for their decision to participate in exercise and the level of intensity of the chosen activity. By signing an OAC Membership Agreement all members are declaring themselves medically and physically able to participate in physical activity and understand and accept the inherent risks of undertaking exercise. **Members indemnify and will keep indemnified OAC, to the extent permitted by law, in respect of any claim by any person arising as a result of or in connection with one's membership and/or participation in any OAC activity.** While all efforts are made to ensure the safety of users, OAC takes no responsibility for injury, damage, or loss of property except to the extent that such occurred as a result of negligence on the part of OAC, its agents or employees.

9.0 Privacy

Your personal information will only be used in accordance with OAC's general business objective and to provide you with OAC services.

10.0 Cancellation of contract

1. OAC reserves the right to reject or terminate a membership to the Centre without notice.
2. To cancel your contract prior to the contract's expiry date, (due to serious illness, permanent injury, medical disablement, or permanent relocation) requires notification to the OAC Manager in writing with supporting documentation. A notification period of 14 days is required. Memberships cancelled due to reasons listed in 10.2 will not incur a fee.
3. Cancellation of your membership contract for reasons not listed in clause 10.2, prior to the contract expiry date, requires notification in writing to the OAC Manager and may incur a cost up to the equivalent of 2 months membership fee. A notification period of 14 days is required.

11.0 Expulsion and/or Termination of Membership

1. Management reserves the right to terminate any membership if in its opinion:
 - a. The conduct of the member is detrimental to the Centre, - such as being disruptive, harassing, threatening, abusive, rude, or intimidating to other users or to OAC staff.
 - b. The member has breached the OAC Rules and Regulations or any condition of OAC as posted within the Centre.
 - c. The member has continually defaulted on payments due.
 - d. The member does not follow the instructions of OAC staff.
2. Termination of the membership or expulsion of the member may be done with immediate effect and without notice.
3. A member whose membership has been terminated will forfeit all the entitlements of membership with immediate effect. All decisions made by management under this clause are final and binding.