

**Please find below our Terms & Conditions that apply to all members of the Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH. Please read carefully.**

1. Membership commences from the date of purchase.
2. Premium fitness memberships include unlimited use of gym, group fitness classes, aqua aerobics, sauna and whatever else may be included or withdrawn from time to time. Swim memberships include access to both Goonellabah Sports & Aquatic Centre and Lismore Memorial Baths pools. Fitness/Swim memberships include all of the above facilities. Gym only memberships do not allow access to pools or group fitness classes.
3. Six-month membership holders are entitled to two weeks' time hold. Twelve-month memberships are eligible to a minimum of two weeks and maximum of four weeks' time hold in any one membership period.
4. Suspensions are not permitted on three-month memberships.
5. Medical suspensions for medical reasons will be granted for up to six months (subject to a doctor's certificate supporting the request).
6. Memberships are non-refundable and non-transferrable.
7. Cancellation of any direct debit membership, prior to the completion of the minimum term, will include a \$199 fee. Seven days written notice is required to cancel.
8. Failure by the member to use the centre's programs and facilities does not absolve the member from the member's obligation to pay subscription fees.
9. Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH will not be responsible for any dishonour

fees or bank charges incurred when a direct debit billing payment is returned unprocessed, money is not available or incorrect information is provided at time of debiting.

10. Management may cancel membership at any time if a member's behaviour is deemed inappropriate or a member, in the centre's opinion, is medically unfit to continue. In these cases, the membership fee, or any balance of any membership fee, shall be refunded.

11. Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH are not liable for circumstances outside of management's control that affect the opening hours of the centre.

12. Management may suspend a participant from a class if they are deemed unfit to continue.

13. Management may refuse to allow a member to participate in an exercise program and ask them to obtain a clearance from a medical practitioner. Such a clearance is at the expense of the member.

14. The member acknowledges that he/she assumes all risks for injury, ailment or death while using any equipment or facilities provided by Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths, SWITCH and its agents, servants and/or employees, including during unmanned 24-hour operation.

15. Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH are committed to upholding the Privacy & Personal Information Act 1998 in regards to all personal information that is provided. Aggregated information on group characteristics may be shared, however management will not sell, trade or rent any personally identifiable information obtained from you to a third party. You may make application

for access or make amendment to information held by Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH.

16. The member agrees to adhere to all conditions of entry, rules and etiquette of Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH as displayed or advertised throughout the centre. 24-hour access members agree to adhere to all conditions of entry, rules and etiquette as set out in the signed induction procedure, including the use and wearing of the lanyard-style alarm provided.

17. The member acknowledges that no representation or inducements which are not part of this agreement have been made. Further, the member acknowledges having read and understood all the Terms & Conditions written here and all other documentation that forms part of the membership.

18. Members agree that all images taken of themselves/their children are free and Lismore City Council has unrestricted use in editorial, advertising, trade and promotional material. Lismore City Council is entitled to broadcast, publish or otherwise distribute these materials.

19. You must keep us promptly informed of any changes of address, phone contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership.

20. You are solely responsible for any damage which you may cause to the facilities, services, products or equipment. If such damage is caused by your wilful act and/or negligence you will be required to pay for the damage.

21. The member acknowledges that they have been given the option of choosing a membership based on either periodic billing or pre-payment.

22. The member acknowledges that unless they provide written notice of termination of their membership prior to the end of the membership billing period, membership fees will continue to be deducted until written notice of termination is provided.

23. The member understands that Goonellabah Sports & Aquatic Centre, Lismore Memorial Baths and SWITCH must respond to its receipt of written termination notice within seven days.