

‘No Start Up Fee’ Terms and Conditions

1. Interpretation and precedence

1.1 Definitions

In this Agreement, the following definitions apply:

Applicant means a person who becomes a WSAC member during the Promotion Period

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Council means the Rural City of Wangaratta.

Promotion means this ‘No Start Up Fee’ Promotion

Promotion period means the period commencing on Friday 23rd January 2026 to Saturday 28th February 2026

Representative means any person acting for or on behalf of a party, including any director, officer, employee, agent, contractor or sub-contractor of the party.

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Service means any WSAC service, including gym, swimming pools, group fitness, stadium or squash court activities.

WSAC means Wangaratta Sports & Aquatic Centre, being the promoter of the offer.

WSAC membership means Max Access, Gym and Pool, Group Fitness and Pool, Pool, Corporate, Teen and Off-Peak.

Pro-rata fee means the portion of the standard membership fee that a member must pay from the period from their joining date up to the next scheduled direct debit date. This fee is calculated daily according to the relevant membership type and is payable at the time of joining.

Start-up fee means the one-off fee charged at the time of joining. The fees include: \$90 for Max Access and Corporate, \$60 for Gym and Group Fitness and \$40 for Teen, Pool and Off-Peak.

No Start-up fee means that the Start-up fee ordinarily payable on joining a WSAC membership is waived in full during the Promotion Period. This waiver does not apply to any other fees or charges, including pro-rata fees or ongoing membership fees.

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2. Interpretation

In this Agreement:

- a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- b) words such as including or for example do not limit the meaning of the words preceding them;
- c) no provision of these Terms and Conditions will be constructed to the disadvantage of a party merely because that party was responsible for preparing these Terms and Conditions or including the provision in these Terms and Conditions;
- d) all monetary amounts are expressed in Australian Dollars (\$AUD); and
- e) parties must perform their obligations on the dates and times fixed by reference to Wangaratta, Victoria.

3. Eligibility to Join

3.1. This promotion is open to individuals who join Wangaratta Sports and Aquatic Centre by purchasing an eligible Wangaratta Sports and Aquatic Centre Membership during the Promotion Period, subject to the exclusions set out below.

3.2. This Promotion is not available to:

- i. Current WSAC Members;
- ii. former Members who cancel or end their membership during the Promotion Period and then re-join within the same Promotion Period;
- iii. any person with an outstanding debt or unpaid fees owing to WSAC; or
- iv. any person otherwise ineligible under WSAC's standard membership terms and conditions.

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4. General Terms

4.1. An Applicant can become a WSAC member either;

- i. in person at WSAC; or
- ii. online at wsac.vic.gov.au

4.2. An Applicant will pay the pro-rata fee at the commencement of their membership;

4.3. The discount is not exchangeable for another time or date or cash equivalent; and

4.4. The start-up fee will not be applied to the following memberships:

- i. Max Access
- ii. Gym and pool
- iii. Group fitness and pool
- iv. Teen membership
- v. Corporate memberships

5. Applicant obligations

The Applicant must:

- a) Comply with any WSAC Conditions of Entry, rules and health and safety requirements;
- b) respect other WSAC members, patrons and representatives, including not causing offence or injury to those people or causing damage to their property;
- c) wear suitable fitness clothing when training;
- d) cease training in the event of injury; and
- e) notify WSAC in writing if the Applicant believes that there is a risk to the Applicant's health by participating in a service.

6. Photography and media

Unless the Applicant is under 18 years of age as at the commencement of the Promotion Period, the Applicant consents to:

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- a) being photographed or video recorded by WSAC or Representatives to promote this offer; and
- b) being used in WSAC marketing and promotional activities;

An Applicant (or their guardian if under 18 years of age) can opt out of being in any photography or media in relation to this Promotion in writing to wsac@wangaratta.vic.gov.au

Mobile phones must not be used on the pool deck, including for calls, photos, videos or messaging.

7. Marketing communications

By becoming a WSAC member, Applicants agree to receive marketing communications from WSAC from time to time. An Applicant may opt out of receiving these promotions at any time in writing to wsac@wangaratta.vic.gov.au.

8. Personal Data

- a) WSAC will only collect and disclose personal data relating to the Applicant that is required for the dominant purpose of the promotion. For example, full name, contact details and payment details.
- b) All data collected pursuant to clause 9(a) will be held and used pursuant to Council's [Privacy Statement](#) and [Privacy Policy](#).

9. Australian Consumer Law

- a) The Applicant retains all rights under the Australian Consumer Law.
- b) WSAC does not limit, restrict or exclude any consumer guarantees under the Australian Consumer Law.

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10. Waiver (WSAC Membership Terms and Conditions)

The Applicant acknowledge that they have received, read and understood WSAC standard waiver and agrees to be bound by it.

11. Meta

Promotion is in no way sponsored, endorsed, administered by, or associated with Meta.