

## Membership Terms & Conditions

1. Each Membership is based on the entitlement to the use of the facilities and services of the Centre, how frequently the membership is used. Failure to avail the use of the facilities does not absolve the member from their responsibilities under this agreement.
2. This membership only entitles the holder of the membership to access the facilities that are included under their specific membership type. Members who are found to be using their membership for any conduct that is not in the spirit of the agreement, such as to grant another person use of or access to the centre facilities, will be in breach of contract and will have their membership cancelled as a result.
3. The on-selling of membership privileges is a breach in contract and will result in immediate membership cancellation.
4. This membership is subject to a non-refundable \$40.00 establishment fee.
5. This membership is not offered in conjunction with any promotions and can only be discounted with a valid permanent concession.
6. The flexi membership is non transferable.
7. **This membership will automatically expire on the member's 16<sup>th</sup> Birthday.** Continued access can be sign-up for a standard membership or standard casual entry.
8. Upon sign-in the participant will be issued with a wrist-band for identification and an access card to enter the gym / group fitness facilities.
9. **Your Rights to Cancel:**

### **This agreement is subject to a 7 day Cooling-Off period:**

A client may terminate an agreement without cause or reason during the cooling off period. The client terminates the agreement with the supplier by giving written notice of termination. A cancellation fee of \$22.00 applies during the cooling off period.

The flexi membership is subject to a minimum duration period of 1 month. An application for cancellation must be made in writing giving 1 month notice.

Any overdue direct debit fees must be paid prior to the cancellation being processed.

**Cancellation due to medical issue or injury:** A client may terminate an agreement if a Doctor has deemed them to be medically unfit to work out in the centre. This will only be accepted with a Doctors letter / Doctor Certificate that confirms the member is medically unfit to utilise their membership.

**Note: All cancellations must be expressed in writing together with any required documentation. Any direct debit fees paid during the notice period are non-refundable.**

10. **Ill or injured:** Provided you submit a valid medical certificate from your doctor stating that you are unfit to utilise your membership, you may suspend your membership with no fee. The certificate must state the exact period of absence, with minimum period of 5 days to a maximum period of 3 months. Non-medical suspensions are not applicable to Flexi – “No Lock-In” memberships.
11. Members attending group fitness classes must write their name on registration sheets before starting the group fitness class.
12. Users are reminded that the entire centre is strictly a non-smoking area.
13. Eating or drinking is only allowed in the area surrounding the servery. Food and drink is prohibited on all playing surface areas of the centre. Water bottles with re-sealable lids are permitted.
14. The Manager or Venue Officer shall have the right to expel any person or group using the facilities, should their action or conduct be considered prejudicial to the proper use of the Centre. Memberships may also be cancelled and a fine imposed under the Council's local laws.
15. The Centre strongly recommends that you see your doctor if you have any doubts in your mind whatsoever regarding the participation of any activities in the Leisure Centre.
16. Should any injured person require first aid, please contact a member of staff at the Centre. The Centre staff will call emergency services should they deem it necessary. Injured parties will be liable for any costs that may result.
17. If evacuation is required centre staff will warn people to evacuate. You must follow the instructions of staff at this time and leave the building.
18. Cameras and video equipment are not to be used in the Centre unless prior written permission has been sought from the Centre Manager.
19. Clients are required to observe the gym and facility rules. All clients must wear enclosed shoes, wear a shirt and bring a sweat towel to each gym session, and must always use clips provided to secure plates on barbells.
20. For security reasons, your photo will be taken prior to the commencement of your membership.
21. Conditions of Squash Court Usage – Free for Two Option Membership types only.
  - Not valid during squash club nights or events.
  - Does not include equipment hire.
  - The member must be on court at all times. Failure to adhere to this will result in cancellation of membership.
  - Members may book a squash court no more than one week in advance and up to a maximum of 1½ hours daily.

### **Direct Debit Memberships:**

This is an ongoing membership agreement. The agreement will continue until it is terminated by the fitness centre upon your application for cancellation, made in writing.

If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until the arrangement is cancelled by you or your fitness centre.

If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to the fitness centre for damages for breach of contract.

22. **Any changes that affect debit payments, such as suspensions or cancellations require a minimum notice period of 3 days prior to a scheduled debit.**
23. **Any overdue fees must be paid in full before a debit contract will be terminated.**
24. The first bank deduction will be specified on your agreement. If the specified day falls on a weekend or public holiday – the nominated account will be debited on the previous business day.
25. The member hereby agrees to pay any and all costs of collection incurred by the Billing Agent and/or its representatives. These costs include bank charges, collection agency costs, and court costs and solicitors fees regardless of judgement.
26. Minimum age requirement for signing a direct debit contract is 18 years.