

TERMS AND CONDITIONS

1. RECEPTION AND ACCESS

- (a) All members must swipe or present their card at reception every time they attend the Centre.
- (b) Members to advise any changes of address and phone number.
- (c) The facilities are available to the general public and not exclusively for members.

2. GENERAL CONDITIONS OF ENTRY

- (a) We will refuse entry, or request any person to leave the premises if the person
 - (i) is abusive or uses offensive language or whose behaviour is threatening or
 - (ii) is under the influence of drugs or alcohol
 - (b) No smoking permitted in the centre.
 - (c) No chewing gum permitted in the centre.
- To ensure the Centre is able to provide a high level of service in a safe, healthy and pleasant environment for all, we ask our members to comply with these conditions.

3. GYM AND GROUP EXERCISE AREA CONDITIONS

- (a) SWEAT TOWELS MUST BE USED AT ALL TIMES.
- (b) Weights MUST be returned to their correct place after use.
- (c) Correct training attire and runners to be worn in gym – no jeans, work clothes, boots, sandals, thongs, or clothing that is likely to cause offence to others.
- (d) No person under the age of 16 is allowed in the gym unless accompanied by a guardian or qualified instructor.
- (e) No food allowed in the gym or group exercise classes.
- (f) No entry to a group exercise class 5 minutes after it starts.

4. WET AREAS (where applicable)

- (a) No diving is permitted.
- (b) No creams, oils or soaps allowed in the pool or spa.
- (c) You must shower before entering pool, spa and sauna.
- (d) Correct swim attire only in pool or spa.
- (e) No black runners in pool area.
- (f) Children are not allowed in spa or pool without parent
- (g) Parents to watch all swim lessons from designated area only.
- (h) Dedicated areas of the pool are closed to members whilst Swim School lessons are being conducted. Times vary, are posted and are updated regularly at the entry.

5. LOCKERS (where provided)

- (a) All items stored in the lockers are at your risk and we do not accept responsibility for items lost, damaged or stolen
- (b) Bags are not permitted in the club except to be placed in lockers provided.

6. CANCELLATION / TERMINATION

This agreement is subject to a 7 day cooling off period.

(i) Cooling Off Period:

- a) The cooling off period commences at the close of business on the Commencement Date.
- (b) The cooling off period is 7 days.
- (c) New members have the right to cancel their membership within the cooling off period if they are not completely satisfied with the services and programs.
- (d) All monies will be refunded on a pro rata basis with the exception of fees for services already delivered and an Administration Fee whichever is the lesser of up to 10% of the Membership Fee or \$75.
- (e) All "cooling off" cancellations must be in writing to the Manager.

(ii) Permanent Disability:

- (a) Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Centre may agree to cancel the membership for an Administration Fee whichever is the lesser of up to 10% of the Membership Fee or \$75.
- (b) All monies will be refunded with the exception of charges for services already delivered.

(iii) Direct Debt Membership post minimum term:

- Direct Debt Memberships can be cancelled after the end of the initial minimum term as follows
- a) contact the Club Manager
 - b) the Club Manager will organise an appointment for you to complete a written cancellation form

7. TRANSFER OF MEMBERSHIP BY THE MEMBER

- (a) Transfer of membership will only be permitted from a member to a non member and will incur a Transfer Fee of \$55.
- (b) Transfers between centres will be by agreement of the Manager of the Centre to which the member wishes to transfer to.

8. REPLACEMENT CARD FEE

If a Membership Card is lost or destroyed and requires replacement a Replacement Card Fee of \$5.00 will apply.

9. ADDITIONAL FEES FOR SPECIAL SERVICES

Some services require an additional fee and these include: personal training, crèche and swimming lessons.

10. DAMAGE TO THE CENTRE

Any member who wilfully or through their negligence damages the Centre or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

11. SAFETY, MAINTENANCE & SERVICE DEMAND

The Centre may from time to time as reasonably necessary:

- (a) close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons;
- (b) change the hours of opening and closing or alter class timetables in accordance with demand; or
- (c) vary Centre rules. Where this occurs the Centre will provide reasonable notice on the Centres notice boards or at reception.

12. DAMAGE & PERSONAL INJURY

Disclaimer

To the extent permitted by law, the Centre excludes any liability to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with this Membership Agreement and/or the services/products provided by the Centre, and/or any act or omission of the Centre.

13. SEVERABILITY

In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance.

14. SUSPENSION

Suspension may be possible under the terms of this Agreement. You may suspend for a minimum of 2 weeks at a time so long as the total time suspended within the minimum term does not exceed 6 weeks. In order to suspend you must contact the Centre manager in writing with reasonable notice (at least 3 days) prior to the date of suspension. There is a charge of \$5.00 per week dependant on the type of membership while the Agreement is suspended. Any time spent on suspension will be added onto the minimum term of the Agreement so that the amount payable shall still be payable regardless of any suspension or suspension charges made.

15. BREACH OF TERMS & CONDITIONS

Any breach of these terms and conditions will result in a warning and any further breach will result in a second warning and your membership may be suspended or terminated. A proven serious breach of the general conditions of entry under 2(a) may result in immediate termination of your membership with out warning.

16. TRANSFER OF MEMBERSHIP BY THE CENTRE

- (a) The Centre will have the right to assign or novate this contract to a third party in the event of the sale of the business.
- (b) The Centre may relocate to another premises within a 5 kilometre radius and the location at which the services are provided may change during the term of this agreement. In the event of a) or b) occurring you agree that this membership agreement will continue with the new third party and/or at the new location.

17. DIRECT DEBIT MEMBERSHIP ONLY

If you do not tick the box in the Direct Debit Request (DDR) & Contract it is deemed to be an "ongoing membership agreement" and the agreement will continue until either you or the supplier terminates it in the way described in the Direct Debit Request (DDR) & Contract .