



The Bay Health Club – Australian Crawl – Terms and Conditions

1. Introduction

The Bay Health Club is owned and operated by Australian Crawl.

This document outlines the rights and responsibilities relating to

- (i) the Member's entitlements during the membership period
- (ii) the use of the Centre Facilities
- (iii) the authority of the member to Paychoice to directly debit the nominated bank account under the Direct Debit Terms and Conditions of Paychoice (<http://www.paychoice.com.au/>)

2. Terms and Definitions

In the Australian Crawl Agreement certain recurring words which are outlined below have equivalent meaning.

Definitions:

- (i) A 'party' includes that party's legal personal representative heirs and assigns
- (ii) 'Member' includes the parent or guardian of the member if the member is under 18 years.
- (iii) 'Card' is the membership card.
- (iv) 'Centre' means the Sandgate Aquatic Centre which includes The Bay Health Club.
- (v) Paychoice is the Direct Debit Authority (<http://www.paychoice.com.au/>).
- (vi) DDR is Direct Debit Request.

3. Legally Binding Agreement

The member acknowledges that by signing this agreement, they understand the legal ramifications of this contract as outlined below;

- (i) The Direct Debit Request (DDR) and Contract is legally binding whether the use of the Centre and its services is determined and paid on an annual, monthly, weekly or pay as you go basis.
- (ii) The membership must remain current to avoid paying the joining fees again.
- (iii) The member declares that they are physically and medically fit and capable to engage in exercise and fitness programs at the Centre and will disclose to the Centre's staff of any condition or risk that may have an effect on their ability to safely participate in any exercise or fitness program prior to commencement.
- (iv) The member is 18 years of age or older at the time of signing and not under any other legal disability.
- (v) Anyone under the age of 18 years old or person requiring a carer will also sign this agreement.
- (vi) Under 16 years of age must be accompanied by a parent or guardian and can only use the facility during staffed hours only.

Health Disclosure

- (vii) A safe and effective exercise program is dependent upon accurate health and fitness profiling. It is therefore essential all relevant personal health and fitness information is disclosed in writing both before (through our pre-exercise questionnaire or otherwise) and during the course of any exercise program or other activity.
- (viii) The member agrees to disclose information to the Centre as true and accurate and not misleading in any way.
- (ix) Members must not attend and use the facilities and services whilst suffering from any illness, disease, injury or other condition that could present a risk to the health or safety of other members and guests or yourself.
- (x) Members who use the facilities and services before disclosing relevant health information to Australian Crawl, acknowledge a good physical condition and not aware of any reason why exercise may not be done safely.

4. Access

- 4.1 All members must swipe or present their card at reception upon entry including unstaffed times.
- 4.2 At no stage are you permitted to give your card to non-members to allow them to access the Centre.
- 4.3 If a member uses the facility with another non-member they must attend within staffed hours and the non-member must pay the Guest Visit Rate, unless a special circumstance has been provided by the Centre.
- 4.4 Scanning your card upon entry outside staffed hours (if provided), you will have a limited amount of time to enter. If this entry time is missed a second scan is not able to be done for a period of 5 minutes. * *also refer to special conditions of use Item 15.*
- 4.5 It is the responsibility of the member to advise of updated contact details including financial details.
- 4.6 The facilities are available to the general public and not exclusive to members.
- 4.7 Members may use the facility only if the membership is financially current.
- 4.8 Video monitoring will be used in our facilities for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around our facilities, please contact The Bay Health Club.

5. General Conditions of Entry

To ensure the highest standard of professional service in a safe, healthy and pleasant environment for all, members must comply with the following:

- 5.1 Entry will be refused to a person who is abusive, threatening, uses offensive language or under the influence of drugs and/or alcohol.
- 5.2 No smoking is permitted in the Centre.
- 5.3 No chewing gum is permitted in the Centre.
- 5.4 Sweat towels must be used at all times.
- 5.5 Weights must be returned to their correct place after use.

5.6 Correct training attire must be worn in the gym, including appropriate enclosed footwear for physical activity. Strictly prohibited is jeans, thongs, work clothes, boots, sandals or any clothing likely to cause offence to others.

5.7 Strictly no food is permitted in the gym or group exercise classes.

5.8 No glass is permitted in the Centre.

5.9 No entry to a group exercise class 5 minutes after it starts.

6. Loss of Property

The Bay Health Club will not be responsible for any loss or damage to your property that occurs whilst in lockers or in the Centre.

7.0 Cancellations

7.1 Cooling off: This agreement is subject to a 24 hour cooling off period from the start date of signing your membership. All cooling off cancellations must be in writing to the Centre.

7.2 ALL MEMBERSHIP CANCELLATIONS MUST IN THE FIRST INSTANCE BE IN WRITING TO THE CENTRE.

The member must receive written confirmation of termination from the Centre. We will not accept cancellations over the phone. Any unpaid fees must be paid and including any outstanding payment recovery fee. The cancellation fee inside of the minimum term of all direct debit memberships is \$150 payable with 30 days' notice to the Centre. All previous membership fees must be brought up to date to process a cancellation.

The member is responsible for contacting Paychoice if they have not received written confirmation of the termination within the 30 day period. The member shall not consider the DDR and Contract has been terminated until such time as this has been confirmed in writing to the member by Paychoice not more than 14 days after the termination date.

7.3 Minimum Term Memberships may be cancelled in writing due to an illness or a physical incapacity and in conjunction with supporting documentation by a medical practitioner to our reasonable satisfaction.

7.4 Paid in full memberships

If you decide to pay your membership in full there are no refunds available if you wish to terminate your membership prior to the end of your agreement.

If you purchase a paid in full membership it cannot be transferred to another person.

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 effective from the day of notice for an Administration fee of 10% of the membership fee. In such a case the balance of the unused portion of the membership less the administration fee shall be refunded to the member.

* The use of suspending your account during the termination period is not permitted and will not be accepted. If this is done the payments will continue after the suspended period until the termination period is paid in full.

8. Can the Centre end your membership?

In addition to your other rights under this agreement, the Centre may terminate your membership by written notice to you if you fail to act in accordance with any obligation under this agreement and if incapable of remedy within a reasonable time of giving you written notice requiring you do so.

If memberships are paid in full, there will be no refunds available for terminating your membership prior to the end of your agreement.

9. Payments by direct debit

If paying by Direct Debit the member agrees to pay the instalment amount at the agreed payment frequency until the DDR and contract is terminated in accordance to 7 above. Should there be any arrears in payments the member authorises Paychoice to deduct the outstanding balance in order to bring the account up to date.

(a) Authorisation to deduct fees

By nominating a credit or debit account, you are authorising Paychoice to deduct all fees and other charges for which you may be responsible under this agreement. Accordingly, it is the responsibility of the member to keep account details up to date.

Non-working-day: When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

(b) Dishonoured Payments

The member is responsible for ensuring that on the due date, clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured Paychoice will debit you an additional \$6.50 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Paychoice may debit other fees in accordance with Paychoice Terms and Conditions.

(c) Enquiries

All enquiries must be directed to Paychoice and should be made at least 1 working day prior to the next scheduled debit date.

(d) Your other responsibilities

Lost, damaged or replacement card fee is \$20.

10. Suspension

Suspension may be possible under the DDR and contract. You may suspend for a minimum of 2 weeks at a time, as long as the total period suspended within a 12-month period does not exceed 6 weeks.

In order to suspend you must contact the Centre in writing and receive confirmation in writing within a 7-day period prior to the date of suspension. There is a charge of \$5 per week while the membership agreement is suspended. Any time spent on suspension will be added to the minimum term of the agreement, so that the sum of instalments for the minimum term or number of payments shall still be payable regardless of any suspension or suspension charges made.

11. Increase in fees

If paying by direct debit Paychoice may at any time after the end of minimum term upon sending notice to the members last known address and giving 14 days' notice, increase the instalment amount. If the member wishes to cancel the DDR and Contract due to the increase in the instalment amount, the Member must notify Paychoice in writing within 14 days of the dates of the written notice sent by Paychoice. The Membership Agreement will be terminated upon receipt of this notice. If the Member does not notify Paychoice of its intention to terminate the DDR and Contract within such specified time period, then the DDR and Contract will remain in force and the increase in the instalment amount will be deemed to be accepted by the Member.

12. Liability

I understand that as part of my Health Club Membership, I use the facilities, equipment and services of the Centre and any part thereof at my risk, and to the fullest extent permitted by law, Australian Crawl and the servant, agencies, invitees and licensees of the Centre for all liability howsoever arising from: - any accident, loss or damage or injury to my person or my property occurring in the Centre or any part thereof; and any accident, loss or damage or injury to any other person or property occurring in the Centre or part thereof.

13. Events

I acknowledge that the Centre is a large multipurpose sporting complex and is used for many events throughout the year. During these periods, I understand that there may be disruptions to the availability of the Centre for my use. I acknowledge that Australian Crawl will keep me informed of potential disruptions or cancellations throughout the Term of my Membership.

14. Rules

I agree to comply, at all times with these Membership Terms and Conditions and the Rules of the Centre, as amended by Australian Crawl from time to time, and displayed in The Bay Health Club. Furthermore, I agree to comply with any lawful and reasonable direction of the staff of the Centre for the purpose of ensuring the proper operation and safety of the Centre.

15. Unmanned Periods

For your convenience, access may be made to The Bay Health Club outside staffed periods. These times may be limited to the Centre opening times. During these times the member agrees to the following higher level of personal liability. This includes but is not exclusive to:

- i) Members who participate in activities during this period are exposing themselves to the potential for serious injury including death. As such, members must take note that your rights to sue the supplier if you are injured or die because of these activities were not supplied with due care and skill, or were not reasonably fit for their purpose, are (subject to clause 12) excluded, restricted or modified in the way set out in or on this membership agreement including:
- ii) A member expressly indicates an understanding of the risks associated with undertaking activities in an unmanned and unsupervised Centre and hereby releases, indemnifies and holds harmless Australian Crawl their respective owners, officers affiliates, agents and employees in the event that the member suffers personal loss, injury or death in the Centre; and

- iii) Further the member provides this release whether it arises from the negligence of the Centre otherwise and does so with the intention that this release shall be as broad and inclusive as the law of the state allow.

Subject to clause 4.2 and 4.3, the member acknowledges and agrees they may not admit guests at any time to the Centre. Furthermore, the member agrees that if this clause is breached then the following provisions apply:

Upon first breach the members access to the Centre shall be suspended for a period of 14 days without notification to the member, with a charge of \$100 penalty.

Upon any subsequent breach the membership shall be immediately cancelled, and the member agrees to pay a cancellation fee of \$150.

16. 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.

17. Damage and Personal Injury

To the extent permitted by law, the Centre and Paychoice exclude any liability to the Member in the Membership Agreement, tort, statute or in any other way for and 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 member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with the DDR and contract and /or the services/products provided by the Centre and/or Paychoice, and/or any act or omission of the Centre and/or Paychoice.

18. Privacy

A customer's personal information will only be used by the Centre or Paychoice to provide you with the services contemplated by the Direct Debit Request (DDR) and Contract. Paychoice Privacy Statement is to be found on its website <http://www.paychoice.com.au/>.

Unless you indicate to the contrary, you agree that we may use your personal information for internal marketing purposes. We may use your personal information to develop marketing lists and other programs for internal use only so that we may offer you goods and services by email, phone or SMS. If you do not want to be contacted in this manner, please notify the Centre or reply STOP to any email or SMS.