

HEALTH AND FITNESS MEMBERSHIP TERMS AND CONDITIONS

COOLING OFF PERIOD

I understand that I have a 7-day cooling off period (as per the *Fitness Industry Code of Practice 2021*) after signing my Membership Agreement. This agreement can be terminated without reason within this 7 day period by written notice to the Gym Reception (including by email to the relevant address outlined at the top of the first page of this Membership Agreement), where I will, within 7 business days of receipt of such notice, be refunded my initial investment less administration costs, being equivalent to the Set Up Fee due or payable for the membership. After this cooling off period, I acknowledge that I am bound by the terms and conditions of this agreement.

VENUESWEST

In these terms and conditions: "VenuesWest" means the Western Australian Sports Centre Trust, trading as VenuesWest; "management" means the management of VenuesWest; "loss of or damage to property" includes economic, indirect and consequential loss; "Portal" means VenuesWest's online members booking portal; and "Membership Agreement" means this agreement you signed.

MEMBERSHIP ENTITLEMENT

On payment of the required membership fee, I acknowledge that I will be bound by the terms and conditions of the membership set out and referred to in this document and my Membership Agreement. As a VenuesWest member, I understand that I am entitled to use the facilities only during the times as set out in my membership type and only for the term of this membership. Members are entitled to and are recommended to have a fitness induction and personalised workout.

Presentation of a "fit to exercise medical clearance" from a medical practitioner may be necessary if requested before proceeding with an exercise program.

CHECKING IN

On entering the venue, please scan your fob/barcode at the gate readers, Gym reception entry or kiosk, in order for your visit to be recorded and validate class entry. You will be charged a fee of \$5 to replace any lost membership fobs. Membership fobs/barcodes cannot be used by any person other than the person entitled. Upon becoming a VenuesWest member, a photo will be taken of you for identification purposes only.

VenuesWest will not distribute the photograph under any circumstances.

CONDITIONS OF ENTRY POLICY

Patrons must abide by VenuesWest's Conditions of Entry, available on the Venue's website and on request from the Gym Reception.

FEES

VenuesWest reserves the right to annually review and increase fees and implement new pricing structures. You will be advised 14 days in advance of any changes to the direct debit arrangements.

SETUP FEE

The Setup Fee is a single fee charged on all new Health and Fitness Memberships (where the membership is not a renewal i.e. continuing without lapse from an existing membership) and will be charged at the time of setting up your membership.

PAYMENT OF FEES

VenuesWest offers either upfront payment or direct debit options for memberships, subject to these Terms and Conditions. Please note, some membership types only offer one type of payment method.

UPFRONT

Paid upfront prior to the commencement of membership, with a fixed term and a fixed expiry date.

DIRECT DEBIT

A Direct Debit membership is an ongoing membership where fees are debited every Thursday for the Minimum Term stipulated in your Membership Agreement and will be ongoing until such time the membership is cancelled in accordance with these Terms and Conditions.

Direct Debit members must be over the age of 18 years (under the age of 18 years – membership and payment source must be under the authorisation of a parent or guardian (Authorised Person)).

Direct Debiting through BECS is not available on all accounts and account details should be checked against a recent statement from your Financial Institution.

If the due date for payment falls on a non-working day or public holiday, the payment will be processed on the next working day.

It is the member's or Authorised Person's (for a member under the age of 18) responsibility to ensure sufficient cleared funds are in the nominated debiting account when the payments are to be drawn; and to provide up to date account and/or credit card details and credit card expiry date at least three business days prior to a debit payment due.

If you need to change your account and/or credit card details this should be done via the Portal.

MINIMUM TERMS

Minimum Terms of memberships must be observed before members can cancel their membership. The Minimum Term of your membership is set out within your Membership Agreement.

ADD-ONS

VenuesWest offers a variety of "add-on" services being Personal training, Small Group Personal Training and Reformer Pilates (Add-Ons).

MEMBERSHIP SPECIAL CONDITIONS

The following special conditions apply to these membership types only and are in addition to and supplement the Health and Fitness Membership Terms and Conditions:

FIFO AND CORPORATE MEMBERSHIPS

FIFO and Corporate memberships require an annual proof of employment letter to maintain the membership status. Members will be notified when the proof of employment is required (annual from date of initial membership commencement date).

FIFO memberships cannot be suspended.

TEEN FIT MEMBERSHIP SPECIAL CONDITIONS

These Teen Fit Membership Special Conditions apply to all Teen Fit ACTIVE and Teen Fit PLUS memberships. In the event of any inconsistency between these Special Conditions and the Health and Fitness Membership Terms and Conditions, these Special Conditions prevail (to the extent of that conflict).

AGE

Teen Fit ACTIVE memberships are only available for children between the ages of 11-12 years of age.

Teen Fit PLUS memberships are only available for children between the ages of 13-15 years of age.

Memberships will automatically upgrade to the next membership category when a child turns 13.

PRE-EXERCISE SCREENING, ASSESSMENT AND INDUCTION

Prior to purchasing a Teen Fit ACTIVE or Teen Fit PLUS membership a Pre-Exercise Screening Assessment Form of the prospective Teen Fit member must be completed by a parent/legal guardian to identify any health risks or considerations prior to the commencement of the membership.

If any health factors or conditions are identified on the Pre-Exercise Screening Assessment Form further guidance or medical clearance may be required in order to assess suitability for the services provided within the membership and required level of supervision.

The Teen Fit member must complete an induction prior to accessing the gym and the participating parent/legal guardian must be present during the induction.

CHILDREN WITH DISABILITY

VenuesWest may require a parent/legal guardian to supervise and/or provide a carer to supervise their children with disability if deemed necessary for safety reasons.

DEFINITIONS

"Teen Fit Gym Hours" means Monday – Friday during the hours of 3:00pm – 5:30pm; and "Teen Friendly Classes" means the classes highlighted with a blue dot on the VenuesWest group fitness timetable*.

*VenuesWest reserves the right and authority to alter or cancel any classes or participation rights.

TEEN FIT ACTIVE MEMBERSHIP (11YRS – 12YRS) INCLUSIONS AND LIMITATIONS

Teen Fit Classes – a VenuesWest supervised teen friendly class.

Teen Friendly Classes – Teen Fit member must be accompanied by a parent or guardian who has an active Membership Agreement or has paid for a casual attendance.

Access to the Gym – Teen Fit members can attend unaccompanied during Teen Fit Gym Hours. Outside of Teen Fit Gym Hours, the Teen Fit member must be accompanied by a parent or guardian who has an active Membership Agreement or has paid for a casual attendance. Teen Fit Active members can only use the cardio equipment and complete bodyweight exercises in the gym.

TEEN FIT PLUS MEMBERSHIP (13YRS – 15YRS) INCLUSIONS AND LIMITATIONS

Teen Fit Classes – a VenuesWest supervised teen friendly class.

Teen Friendly Classes – Teen Fit Plus members do not need to be accompanied to these classes.

Access to the Gym – Teen Fit members can attend unaccompanied during Teen Fit Gym Hours; Outside of Teen Fit Gym Hours, the Teen Fit member must be accompanied by a parent or guardian who has an active Membership Agreement or has paid for a casual attendance, unless the parent or guardian has signed a waiver; Teen Fit Plus members can use the cardio equipment, free weights and weight loaded machines.

MEMBERSHIP EXCLUSIONS

VenuesWest reserves the right to modify any exercises for duty of care and safety purposes.

MEMBERSHIP CANCELLATION

Cancellation of your membership is subject to the following conditions:

- a) you must have fulfilled the Minimum Term;
- b) you must provide VenuesWest with a minimum of:
 - i) 30-days' written notice for memberships where 4 weekly payments have been paid; and
 - ii) 14 days' notice for Add-Ons;
- c) you (as the Member or Authorised Person) providing written notice of cancellation or completion of cancellation form and returned via email or in person to Gym Reception. VenuesWest will action the cancellation request within 7 days to confirm the refund amount, if any, and date that the cancellation takes effect;
- d) a \$50 termination fee applies to Upfront Gym Memberships. Refer to Refunds section below for more information; and
- e) any fees scheduled to occur during the notice period will be due and payable, in addition to any outstanding membership fees and unpaid fees.

Cancellations during the 7-day cooling off period are subject to the terms outlined under the heading 'Cooling Off Period'.

VenuesWest reserves the right to cancel a membership where the member has not complied with the terms and conditions of the membership contract, including failed payments.

ADD-ON SESSION CANCELLATION

Cancellation of a personal training session or a small group personal training session by a member with less than 24 hours' notice results in that session being forfeited.

If a member cancels a personal training session or a small group personal training session with more than 24 hours' notice then the session may be rolled over for 7 days at VenuesWest's discretion and availability of staff.

REFUNDS

Refunds are available for Upfront memberships subject to the terms outlined under the heading Membership Cancellation. Refunds will be calculated from the day on which the cancellation takes place on a pro rata basis for the remaining term of the Membership Agreement, less the minimum notice period and termination fee and will only be issued to the original payment source.

Refunds require ID verification. The name on the ID must match the name associated with the original payment source.

Refunds are not available for other memberships or visit passes.

BREACH OF A DIRECT DEBIT MEMBERSHIP

If the member terminates their Direct Debit membership in a manner not prescribed by these Terms and Conditions, the member may be liable to VenuesWest for damages for breach of their Membership Agreement.

FAILED DIRECT DEBIT PAYMENT

A failed payment fee of \$15 will be charged in addition to your weekly membership fees. VenuesWest will debit your account / credit card within 48 hours of payment failure notification, until total fees owed are recovered. You will be notified by email and/or SMS.

Failed payments can be paid by members via the Portal.

REPEATED FAILED PAYMENTS

Three failed and unrecovered direct debit payments will result in suspension or termination of your membership. You will be notified by email / SMS. All outstanding fees must be paid in full before your membership can be re-instated. See 'Breach of a Direct Debit Membership'.

MEMBERSHIP SUSPENSION

Any members (excluding FIFO members) are eligible for a minimum of 7 days and a maximum of 12 weeks suspension per calendar year. Membership suspensions can only be made by the member via the Portal.

Memberships must be current throughout the length of suspension. A \$10 suspension fee will be incurred when suspending a membership and the suspension will not be activated until this fee is paid. Weekly debit payments will be deferred for the duration of the suspension time; Part week suspensions will attract a pro-rata charge of membership fees. If you suspend your membership the Minimum Term must still be completed once your membership becomes active again. Medical suspensions will not incur a suspension free and may exceed the 12 week period at VenuesWest's discretion; a medical must be provided for all medical suspensions. There is no charge for suspending Add-Ons.

MEMBERSHIP TRANSFER

Memberships can be transferred to a different membership type within the Minimum Term of a membership only. Membership transfer is only available on 12-month contracts (direct debit or upfront).

For transfer of a membership to another person a \$50 administration fee applies. Refer to Amendment to Membership section.

Direct Debit Memberships will be transferred automatically on the next due Direct Debit date.

AMENDMENT TO MEMBERSHIP

All amendment requests to memberships (cancellation, suspension, transfers) are required to be in writing and take a minimum of 3 business days to administer. If the changes relate to your Direct Debit arrangements, please allow 7 days for the amendments to take effect.

RECIPROCAL MEMBERSHIP

Reciprocal memberships between VenuesWest Health and Fitness venues are available to all members.

VISIT PASSES

All visit passes including swim passes, group fitness and gym visits etc. expire 12 months from the date of purchase. No refunds or transfers are available. Passes are not reciprocal use between Health and Fitness venues.

MINIMUM AGE

Children under the age of 16 years are not permitted to enter any VenuesWest Health and Fitness centre without prior consent from VenuesWest Management. Children under the age of 12 are not permitted into the VenuesWest Health and Fitness Centres.

GYM ACCESS

Health and Fitness members, excluding Teen Fit members, are able to access the gym during its hours of operation, as advertised on the venue websites. Hours of operation are subject to change.

Teen Fit members access is limited to the hours outlined under the heading "Teen Fit Membership Special Conditions".

EXERCISE ATTIRE

Appropriate gym attire and closed-in, supportive training shoes must be worn at all times in the gym. Work clothes and boots are not permitted. Pool users are required to wear standard and appropriate swimwear when utilising the pools. Clothing other than conventional swimwear is not permitted.

TRAINING ETIQUETTE

No towel = no entry. Members must bring a towel to every workout and place on upholstery of equipment and wipe down machines after use. The dropping of weights or improper use of any fitness equipment will not be tolerated for any reason. A member shall not possess any greater right to access than a casually paying person. A first come rule applies to all classes where the numbers exceed maximum levels.

WET AND DRY AREAS

All patrons are requested to shower before entering the swimming pool. We request that patrons dry themselves after pool use and before entering any other areas of the venue.

LOST PROPERTY

All items found are placed in lost property and if not claimed will be donated to a charity. Please note that VenuesWest takes no responsibility and bears no liability (in negligence or otherwise) for any lost or stolen items whilst members are in, on or using our facilities. Lost property enquiries are to be directed to either the Main or Gym Reception.

HEALTH AND FITNESS MEMBERSHIP TERMS AND CONDITIONS - CONTINUED

LOCKERS

A limited number of open storage units are available to all gym patrons. VenuesWest requests that all belongings be kept in a locker or storage unit during your visit and not on the gym floor.

A limited number of coin operated lockers are available within the aquatic facilities. VenuesWest highly recommends all patrons keep their valuables in lockers when visiting the venue.

VenuesWest takes no responsibility and shall not be liable (in negligence or howsoever) for belongings and valuables whether placed in lockers, storage units or not.

CAMERA AND MOBILE PHONE USE

The use of cameras and mobile phones in change rooms or toilets is strictly prohibited. To ensure privacy is maintained, the use of cameras, including mobile phones, is only permitted with immediate members of your group.

CHANGE OF SERVICE

VenuesWest reserves the right and authority to alter and/or cancel any class, activity or access to facility space due to insufficient numbers, the hosting of major events, swimming carnivals etc.

SIGNAGE

All signs posted in the venue should be considered part of the rules and regulations of the venue and therefore must be abided by.

RIGHT OF ADMISSION

VenuesWest reserves the right to refuse admission to any person or to cancel any membership without warning due to inappropriate behaviour. Reasons for cancellation or suspension may include failure to comply with VenuesWest training etiquette, failure to comply with VenuesWest's Conditions of Entry, failure to comply with terms and conditions of a Health and Fitness Membership, or any reason that VenuesWest deems appropriate.

COMMUNICATIONS AND PRIVACY

I acknowledge that as a member of VenuesWest, I may receive communications and marketing materials from VenuesWest.

Our Privacy Policy and Privacy Collection Notice is available at venueswest.wa.gov.au/privacy.

CHANGE OF DETAILS

Any change of details a member needs to make e.g. address, phone number, email address, banking/payment details etc. should be made via the Portal.

FOOD AND BEVERAGE

Food and beverages (except water and sports drinks) should only be consumed in designated areas throughout the venue. Commercial fast food, alcohol and glass containers are not permitted in the venue.

TICKET GIVEAWAYS

Members may be automatically entered into draws for ticket giveaways to concerts and events held at VenuesWest venues. Please advise VenuesWest if you do not want to be automatically entered into these draws.

PRIVATE BUSINESS

No private business may be conducted within VenuesWest's facilities and its surrounding grounds without the written consent of VenuesWest.

INTERPRETATION OF RULES

Should any interpretation on construction of these terms and conditions arise, then the decision of Management in relation to that question shall be final and no claim for compensation or damages or refund may be made by the patron against VenuesWest.

RELEASE AND INDEMNITY

I acknowledge that physical activity at any gym (involving weights, facilities or other equipment, or howsoever) is or can be inherently, actually and/or potentially hazardous or dangerous and that mishaps, accidents and injury (including death) can occur owing to poor physical fitness or condition, the acts or omissions of myself and/or others, equipment failure, wrong or poor technique, over-exertion or any other cause, whether foreseen or unforeseen.

If the person who will be using the membership at the premises of VenuesWest pursuant to the Health and Fitness Membership Agreement is a minor, then I shall procure that person to abide by all terms and conditions of this Health and Fitness Membership Agreement as if that person were contractually bound to do so.

I hereby declare that all particulars and details I have provided to VenuesWest are true and correct. I warrant that I am in a good state of health, fitness and physical condition and that there is no medical or other reason whatsoever that could be regarded as a restriction upon or an impediment to my membership or participation in gym activities.

I acknowledge and agree that during all such times as I am on the premises of VenuesWest or its surrounds that both my property and my person shall be at my own risk in every respect.

I hereby release, exclude and discharge VenuesWest and all employees, volunteers, agents and officers thereof from and against all past, current and future liability, in negligence or howsoever, arising from any injury, illness or death or loss of or damage to property occurring to or sustained by me or any child of mine or who is under my care and control whilst in, at or near the premises of VenuesWest. Further I shall not bring or assert or allow to be brought or asserted any claim, demand, cause of action, proceeding, action or the like against VenuesWest or any employee, volunteer, agent or officer thereof in contravention of the previous sentence.

I hereby indemnify and shall keep indemnified VenuesWest and its members, volunteers, agents, officers and employees (those Indemnified) from, against and in respect to all loss, damage, costs, expenses, claims, demands, actions and liability (howsoever described) suffered, incurred or brought against any of those Indemnified arising from or relating to any:

- a) injury, illness or death of myself or any minor or other person for whom I am responsible; or
- b) loss of or damage (including economic, indirect or consequential loss) to property owned by me or anyone else (including any minor or other person for whom I am responsible) arising from, on account of or in connection with:
- c) the use of any gym, weights, facilities or equipment of VenuesWest by me or any minor or other person for whom I am responsible; or
- d) this Health and Fitness Membership Agreement or any other requirements of VenuesWest, or any breach thereof by me or any minor or other person for whom I am responsible.