



TroonFIT
PACIFIC HARBOUR
MEMBERSHIP AGREEMENT

Membership Agreement

IMPORTANT NOTICE

This is an **Agreement** under which you agree to become a **Member** of the **Pacific Harbour Country Club (Club)**. This document outlines the rights and responsibilities relating to the **Member** entitlements during the **Membership Period** to use the **Club** facilities.

It is made up of this **Important Notice**, **Type of Agreement**, **Type of Payment**, **Summary of Key Terms**, **Member Details**, **Membership Details**, type of payment (**Direct Debit** or **Upfront Pre-payment**), the attached **Terms and Conditions**, any other document attached or referred to (i.e. **Pre-exercise Questionnaire**), including our **Club Rules**, our privacy policy and special conditions for 16-year old's and under, if applicable.

When you sign this **Agreement**, you are entering into a legally binding contract with the **Club**.

An **Access Card** will be provided to each **Member** providing access for the **Facilities and Services** included within your **Membership**. This **Agreement** sets out your rights to use the **Facilities and Services** and the responsibilities you have as a **Member**. These responsibilities including payment of **Membership Fees**, **Direct Debit** or upfront payment, for the **Minimum Term** do not depend on your frequency of use of the **Facilities and Services**.

What is set out in this **Agreement** overrides any statements made by you or us before you sign it, therefore you should read through it fully to make sure it reflects your expectations. If you are unsure whether any particular statements that you have relied on are part of this **Agreement**, or if you have any queries regarding this **Agreement**, please ask us prior to signing this **Membership Agreement**.

Please read all the **Terms and Conditions** prior to signing this **Agreement**.

THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD

TYPE OF AGREEMENT

Ongoing Agreement: An **Ongoing Agreement** continues after the **Minimum Term** until it is terminated in the way set out in the **Terms and Conditions**.

Fixed Term Agreement: A **Fixed Term Agreement** ends when the **Minimum Term** ends. You will need to sign a new **Agreement** if you want to keep using the **Facilities and Services** after this and a new **Joining Fee** may apply. If you opt for a **Fixed Term Agreement** we may require that you pre-pay the **Membership Fees** for the whole **Agreement**.

Resident Member: A **Member** who resides within the Golf Course precinct and who pays body corporate fees providing access to the **Facilities and Services**.

TYPE OF PAYMENT

Direct Debit Payment Agreement: The **Direct Debit Payment Agreement** you enter, will include an automatic weekly or fortnightly deduction from your nominated bank account, for your **Membership Fee**, agreed on in this **Membership Agreement**, as outlined in the **Membership Details**. This **Direct Debit** will continue to be debited from your account until you or we cancel the **Agreement**. If you end this **Agreement** or stop the automatic debit arrangement in a way not described in this **Agreement**, you may be liable for unpaid **Fees** or damage for breach of contract. You should however, cancel any direct debit authorisation when the **Agreement** lawfully ends.

Upfront Pre-Payment Agreement: The upfront pre-payment billing agreement you enter, will include one payment of your **Membership Fees**, for the **Minimum Term** or other period agreed on in this **Agreement**, as outlined in the **Membership Details**.

SUMMARY OF KEY TERMS

Some of the key terms of this **Agreement** are summarised below

Cooling Off: You can cancel the **Agreement** within seven (7) days from the **Start Date** by giving us written notice (see clause 3)

Your Safety: You agree to give us all relevant health and fitness information before or during any exercise. Each time you use the **Facilities and Services**, you must ensure that you are in good physical condition and know of no medical reason why you should not exercise. If unsure, you should seek medical guidance (see clause 5).

Putting Your Membership on Hold: In any 12-month period a **Non-Resident Member** can "freeze" your **Agreement** twice for up to three (3) months for both periods combined. The minimum freeze period is one billing period (or two (2) weeks if you have prepaid your **Membership Fees**). Your **Membership** will be extended by the freeze period. A weekly **Freeze Fee** may apply.

Cancelling in the Minimum Term for Medical Reasons: A **Non-Resident Member** can cancel your **Membership** in the **Minimum Term** if you contract a serious illness or a permanent physical incapacity which is confirmed by a doctor (see clause 9). An **Administration Fee** may apply.

Cancelling in the Minimum Term for Other Reasons: A **Non-Resident Member** can cancel for your convenience if you pay the **Cancellation Fee**. You can also cancel by providing 30 days written notice if you relocate more than 25km away from the **Facilities and Services** (see clause 9).

Cancelling an Ongoing agreement After the Minimum Term: You may cancel by providing 30 days written notice (see clause 9).

Not Enough Money in Account When Fees are Due: Your bank or credit provider may charge you a fee for overdrawing your account. You will also be charged any fees that may be charged by our biller (see clause 12).

MEMBER DETAILS		
Miss / Ms / Mrs / Mr	Full Name:	Preferred Name:
Address:	Suburb:	Postcode:
Home Phone:	Mobile Phone:	DOB: / /
Email:		
Emergency Contact Details:	Name:	Relationship:
	Phone:	Mobile:
MEMBERSHIP DETAILS		
	Start Date: / /	End of Min. term: / /
Type of Membership	<input type="checkbox"/> Ongoing Agreement	<input type="checkbox"/> Fixed Term Agreement
Total Membership Cost	\$	\$
Initial Deposit Paid Today	\$	\$
Type of Payment	<input type="checkbox"/> Direct Debit Payment	<input type="checkbox"/> Eftpos
DIRECT DEBIT PAYMENTS		
Direct Debit Amount	\$	
Direct Debit Fee	\$	
Total Direct Debit Amount	\$	
Direct Debit Frequency	<input type="checkbox"/> Weekly	<input type="checkbox"/> Fortnightly
Date of First Direct Debit	/ /	
ACCEPTANCE OF MEMBERSHIP TERMS AND CONDITIONS		
<p>In signing this agreement, the Member agrees / acknowledges / understands:</p> <ol style="list-style-type: none"> 1. I have inspected the Facilities and Services of the Club without any obligation to purchase a Membership. 2. I am physically and mentally capable of undertaking regular exercise sessions and that I have advised the Club of any known risks or medical conditions. 3. To receive communications regarding my Membership and the Facilities and Services at the Club, from time to time personally, by mail or email. 4. That this Agreement is subject to a 7-day cooling off period. 5. That this Agreement may be terminated at any time (with 30 days written notice) but that fees will be incurred for early cancellation. 6. That Direct Debit Ongoing Membership Fees will continue at the end of the Minimum Term and will end only when I terminate the Agreement in accordance with the Club Terms and Conditions. 7. I have been presented with enough information to make an informed decision about purchasing a Membership. 8. I have received a copy of this Agreement and the Club Rules at the time of signing. 9. I have read and agree to the Terms and Conditions attached to this Agreement. 10. I am at least 18 years of age or my legal guardian has countersigned this Agreement. 		
Member Signature: _____ Date: _____ Guardian Signature: _____ Date: _____		
OFFICE USE ONLY		
Method of payment: _____ Received: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Booked in for Induction/Consultation: <input type="checkbox"/> YES <input type="checkbox"/> NO Date of Consultation: _____		
Staff Member Name: _____ Signature: _____ Date: _____		

Direct Debit Request

**Request and Authority to debit the account named below to pay
Vercorp Pty Ltd atf The Solander Lake Development Unit Trust**

ABN 53 594 872 978

Direct Debit Request and Authorisation

Last Name or Company Name

First Name or ABN

'you'

Request and authorise **Vercorp Pty Ltd atf The Solander Lake Development Unit Trust [User ID: 531626]** to arrange, through its own financial institution, a debit to your nominated account any amount **Vercorp Pty Ltd atf The Solander Lake Development Unit Trust** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution

Address of Financial Institution

Name of Account to be debited

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BSB

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Account Number

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Vercorp Pty Ltd atf The Solander Lake Development Unit Trust** as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature

Signature

Name of signatory

Name of signatory

	/	/
--	---	---

Date

	/	/
--	---	---

Date

Credit Card Debit Request

**Request and Authority to debit the account named below to pay
Vercorp Pty Ltd atf The Solander Lake Development Unit Trust**

ABN 53 594 872 978

Direct Credit Card Request and Authorisation

Last Name or Company Name	First Name or ABN 'you'

Request and authorise **Vercorp Pty Ltd atf The Solander Lake Development Unit Trust [User ID: 531626]** to arrange, through its own financial institution, a debit to your nominated account any amount **Vercorp Pty Ltd atf The Solander Lake Development Unit Trust** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Credit Card Details

Full Name of Credit Card Holder

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Credit Card Numbers

/

Expiry Date

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Vercorp Pty Ltd atf The Solander Lake Development Unit Trust** as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature	Signature
Name of signatory	Name of signatory
<div style="flex: 1; border-right: 1px solid black; text-align: center; padding: 0 10px;">/ /</div>	<div style="flex: 1; border-right: 1px solid black; text-align: center; padding: 0 10px;">/ /</div>
Date	Date

TERMS AND CONDITIONS

1. DEFINITIONS

Access: When you join our **Club**, you can **Access** and use our **Club** and our **Facilities and Services** (see clause 1).

Access Card: Is a card provided by the **Club** to each member for entry into the **Club Facilities and Services**.

Access Card Fee: The **Fee** payable under clause 5.2, as set out in the **Schedule of Fees**.

ACL: Means the Australian Consumer Law in the **CCA**.

Administration Fee: The **Fee** that is payable under clause 9.3(b), as set out in the **Schedule of Fees**.

Agreement: This **Agreement** as described in the **Important Notice**.

Billers: The **Club** third party biller is the National Australia Bank.

Billers Administration Fee: A **Fee** charged by the **Billers** under clause 12.3(b), as set out in the **Schedule of Fees**.

Cancellation Fee: The **Fee** payable under clause 11.6, as set out in the **Schedule of Fees**.

Cancelling an Ongoing Agreement After the Minimum Term: You may cancel on 30 days written notice (see clause 9).

Cancelling in the Minimum Term for Medical Reasons: You can cancel your **Membership** in the **Minimum Term** if you contract a serious illness or a permanent physical incapacity which is confirmed by a doctor or other medical practitioner. An **Administration Fee** may be payable (see clause 9).

Cancelling in the Minimum Term for Other Reasons: You can cancel for your convenience if you pay the **Cancellation Fee** (see clause 9).

CCA: The *Competition and Consumer Act 2010* (Cth).

Cooling Off: You can cancel this **Agreement** within 7 days from the start date, by giving us written notice (see clause 3).

Club: Pacific Harbour Country Club.

Club Rules: The rules referred to in clause 5.6.

Details: The part of this **Agreement** described in **Member Details** and **Membership Details**.

Direct Debit Amount: What you agree to pay by **Direct Debit** each **Direct Debit Payment Period**, as set out in **Direct Debit Payments**.

Direct Debit Payment Agreement: The billing agreement you enter into with the **Club**.

Direct Debit Payment Period: The frequency of your **Direct Debit** payments, as set out in **Direct Debit Payments**.

Facilities and Services: The Country Club facilities include the gymnasium, gymnasium foyer, fitness room, tennis courts, swimming pool, locker rooms, spa, steam room and surrounding areas provided from time to time.

Fees: **Fees** that apply under this **Agreement** as set out in clause 11 and the **Schedule of Fees**.

Fixed Term Agreement: An **Agreement** which automatically ends at the end of the **Minimum Term**.

Guest Fee: The **Fee** payable under clauses 5.5 and 11.8, as set out in the **Schedule of Fees**.

Joining Fee: The **Fee** payable under clause 11.2, as set out in the **Schedule of Fees**.

Important Notice: The part of this **Agreement** described as information you must have read and understand, prior to signing this **Membership Agreement**.

Member: A **Club Member**, who has a current and valid **Membership**.

Membership: Another word used to refer to this **Agreement**.

Membership Fees: The **Fees** you pay to **Access** the **Facilities and Services** as referred to under clause 11 and set out in the **Schedule of Fees**.

Minimum Age: The minimum age to become a **Member** and the use of the **Club Facilities and Services** (see clause 4).

Minimum Term: The **Minimum Term** of a **Membership** is 90 days.

Non-Resident Member: A **Member** who is not a **Resident Member** of the golf course precinct and who must pay **Membership Fees** as set out in the **Schedule of Fees**.

Ongoing Agreement: An **Agreement** that continues on an ongoing basis after the **Minimum Term** until terminated under clause 9.

Not Enough Money in Account When Fees Are Due: Your bank or credit provider may charge you a fee for overdrawing your account. We may charge a **Fee**, as set out in the **Schedule of Fees**, for inadequate moneys in your account when payment is due.

Pre-Exercise Questionnaire: The questionnaire or other screening we may require you to answer before using the **Facilities and Services**.

Pro-rata Fee: The **Fee/s** that may be applicable under clause 11.3.

Putting Your Membership on Hold: In any 12-month period, a **Non-Resident Member** can freeze your **Membership** twice for up to 3 months for both periods combined. The minimum freeze period is one billing period (or 2 weeks if you have pre-paid your **Membership Fees**). Your **Membership** will be extended by the freeze period. A weekly freeze **Fee** may apply, see clause 8 and the **Schedule of Fees**.

Replacement Access Card Fee: The amount payable under clause 5.2(d) and as set out in the **Schedule of Fees**.

Schedule of Fees: The schedule, that forms part of this **Agreement**, detailing **Fees** payable for use of the **Club Facilities and Services**

Resident Members: A **Member** who resides within the Golf Course precinct and who pays body corporate fees providing **Access** to the **Facilities and Services**.

Start Date: The date when this **Agreement** starts as set out in the **Membership Details**.

Special Conditions for Under 16 Year Old's: The special conditions set out in the **Terms and Conditions**, refer to minimum age in clause 4.

Staffed Hours: The times the **Club** is staffed. These times may not be fixed and may vary from time to time. Notice of staffed times will be displayed within the **Club**.

Tailgate Fee: The **Fee** you will be charged if you allow another person entry into the **Club** without permission (see clause 11.7 and the **Schedule of Fees**).

Terms: The part of this **Agreement** explained under the **Terms and Conditions** (see clause 1).

Your safety: You agree to give us all relevant health and fitness information before and during your **Membership**. Each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know of no medical conditions or any other reasons why you should not exercise. If unsure, you should seek medical advice and guidance (see clause 5).

2. JOINING/ ACCESS

2.1 When you join the **Club**, you will need to give us information noted in the **Member Details** and provide us with photographic identification. If you join under a particular offer, you will also need to give us proof that you are eligible for that offer. The club may grant temporary **Access** to the **Club Facilities and Services** by persons who are not **Members** or **Residents**. The temporary **Access** may include use of the gymnasium, pool, tennis court, special functions, gymnasium related classes or other **Club** related activities.

2.2 On joining we will give you an **Access Card** that will let you **Access** and use the **Club** and the **Facilities and Services** included within your **Membership**.

3. COOLING OFF

3.1 If you change your mind after joining, you have 7 days to cool off or cancel your **Membership** starting on the start date. To be effective, you must let us know in writing at any time during this 7-day cooling off period. Your written cancellation can be given to us personally, by post or by email.

3.2 If you cancel your **Membership** under clause 3.1, we will charge you the **Access Card Fee** and **Fees** for any **Facilities or Services** used or supplied however, the **Joining Fee** and **Membership Fees** will be refunded.

4. MINIMUM AGE

4.1 For the safety and security reasons of the **Club** and other **Members**, you must be at least 16 years old, to become a **Member**. However, if you are under 18 years of age, both you and your guardian need to agree to this Agreement.

4.2 Persons under the age of 16 are permitted to use the gymnasium, swimming pool, spa and steam room, however must be accompanied by an adult aged 18 or over.

4.3 Your **Membership** may be immediately cancelled if you break one of the special conditions (see clause 10).

5. HEALTH AND SAFETY AND ACCEPTABLE CONDUCT

5.1 Your Physical Condition

- a. When you sign this **Agreement** and each time you use the **Facilities and Services**, you must ensure you are in good physical condition and know if no medical or other reason why you should not exercise. If unsure, you should not use the **Facilities and Services** until you have sought medical advice and guidance and been given a clearance to continue.
- b. You agree to give us all the relevant personal, health and fitness information both prior to the **Membership** and during the course of the **Membership** should your health status change. You also agree to complete our **Pre-Exercise Questionnaire**. In some cases, responses you give will require that you get medical advice and guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.
- c. You promise that information you provide the **Club** is true and accurate and is not misleading in any way.
- d. You must not use our **Facilities and Services** if you suffering from any injury, illness, disease or other condition that could put your and other **Members** health and safety at risk.
- e. We may suspend or cancel your **Membership** if we have reason to suspect that you have not complied with clause 5.1.

5.2 Access Card

- a. You will need your **Access Card** to enter our **Facilities and Services** and must swipe the card each time to gain entry.
- b. If you lose or forget to bring you **Access Card**, you may only gain entry to the **Club** during **Staffed Hours**, if you show ID to **Club** staff and the decision of entry will be at the discretion of the **Club**. You should not ask or expect another person to let you into the **Club** at any time, whether you have your **Access Card** or not.
- c. You must not let anyone else into the **Club** without approval of a **Club** staff member or let anyone else use your **Access Card** for entry. If you break this term, you will be charged with the **Tailgate Fee** and/or have your **Membership** suspended or cancelled.
- d. If your **Access Card** is lost or stolen, you must let us know immediately. You will be reissued a new **Access Card** within 14 days. If you fail to inform the **Club**, you may be refused entry. An **Access Card Fee** will apply.

5.3 Orientation/ Lockers

- a. Orientation
 - i. You will be required to participate in a **Member** orientation to familiarise you with the **Facilities and Services**, prior to starting to use our **Club**.
 - ii. You will have understood all details about the **Facilities and Services** offered during your **Member** orientation.
- b. Lockers
 - i. As part of the **Membership**, **Members** may use, free of charge, the lockers within the **Club**. These lockers are for use during the day only. The **Club** will empty all lockers at the end of each day.
 - ii. The **Club** accepts no responsibility for and the **Member** releases the **Club** from any liability for loss, injury or damage to the **Member's** belongings placed in lockers.

5.4 Proper use of equipment

- a. You promise to take care to use the **Facilities and Services** safely and properly. If you are ever not sure on how to operate any equipment, you must ask a **Club** staff member.
- b. A **Member** must report any faulty equipment to the **Club**. The **Club** accepts no liability or responsibility for and the **Member** releases the **Club** from all liability and responsibilities for loss, damage or injury caused by faulty equipment.

5.5 Guests

You may bring a guest into the **Club** but only if they register with **Club** staff, pay a **Guest Fee** and meet our requirements. The guest needs to be **Minimum Age**, show photo Id, complete a **Pre-Exercise Questionnaire** and other standard forms as required.

5.6 Club Rules

- a. **Club Rules** apply to everyone using the **Facilities and Services**. The rules are displayed on the **Club** notice board. Some examples: All members must adhere to the dress code of the **Club**, all noise must be kept to a minimum, smoking is not permitted around the **Club** (unless within a designated smoking area) and no alcohol is to be bought onto or consumed at the **Club** (prior approval is needed to bring alcohol into the BBQ area).
- b. **Club Rules** form part of this **Agreement**. You must have read, understand and follow all instructions, at all times.
- c. If you break any of the **Club Rules**, we will respond in a way that is fair and appropriate. The response is at the discretion of **Club** staff.
- d. The **Club Rules** may be changed by the **Club** at any time. The **Club** will notify **Members** of the changes by displaying the new **Club Rules** on the **Club** notice board.

5.7 Illegal performance enhancing or other illicit substances

You acknowledge that the distribution and use of illegal/performance enhancing drugs is prohibited at the **Club** or on the grounds of the **Club**

5.8 Commercial Activity

You acknowledge that engaging in any commercial or business activities in the **Club** or on the **Club** grounds, is prohibited, unless written permission is granted by the **Club**. If written permission is granted, the **Club** has the right to revoke the permission at any time.

5.9 Inappropriate conduct

If you behave in a risky or inappropriate manner, for example threaten or harass others, damage equipment, distribute or use illicit substances or train other **Members** with without the **Clubs** authorisation, appropriate action will be taken. Your **Membership** may be suspended or cancelled (with a **Cancellation Fee** applying). If your inappropriate conduct causes another person costs, loss or damages, you agree to pay for these.

6. SECURITY

6.1 24-hour CCTV

The **Club** premises have CCTV security cameras recording 24 hours a day (excluding bathrooms) and may be remote video or other guarding services. This system is used for security purposes but does not guarantee against harm.

6.2 Emergencies

- a. The **Club** has a panic button for safety and security purpose that will alert a security company in the case of an emergency. If you are, or feel threatened or need medical help, you must understand how emergency apparatus works and agree to use it only in an emergency.
- b. If you deliberately use the emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.
- c. The **Club** also has an emergency response procedure displayed, at the front desk, which must be followed in an emergency.

6.3 Be Cautious/ Supervision and Liability

You must be cautious when entering, leaving the **Club**, exercising alone or outside of staffed hours. The **Club** may at times, be unsupervised. The **Member** accepts all responsibility and liability for the **Member** whilst in the **Club** and whilst using the **Club Facilities and Services**. The **Member** releases the owner and the **Club** from all liability for any loss, damage or injury suffered or caused by the **Member** whilst within the **Club** and using the **Club Facilities and Services**.

6.4 Following Directions

You agree to follow any reasonable direction of a member of **Club** staff, in relation to health, safety and security or related matters.

7. PRIVACY

7.1 Your personal information

From when you apply for **Membership**, you will need to provide us with the relevant information required. Your information will be stored and viewed by the **Club** staff, when required. Your personal information may be given to external agencies including financial institutions with all matters relating to your **Membership**. For example, banks or credit institutions for **Direct Debit Payments**.

7.2 General consent

By signing this **Agreement**, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy.

7.3 Up to date contact information

You must tell us immediately if your contact or payment details change or if there is a change to other relevant personal information, including anything that may affect other peoples or your own health and safety.

7.4 Consent to use your image

You understand that photos, films, videos or audio recordings are sometimes taken of **Members** for promotional purposes. Your permission will firstly be obtained. By signing this **Agreement**, you agree to allow your image, recording or likeness to be used for any legitimate purpose by the **Club** and you assign your rights in any of these materials to the **Club**.

7.5 Other

- a. As noted in clause 6.1, surveillance and monitoring are used in the **Club** (except the bathrooms).
- b. **Members** and guests are not allowed to take photos in the **Club**, unless specific permission is granted.

8. PUTTING YOUR MEMBERSHIP ON HOLD

8.1 You may suspend or freeze your **Membership** for any reason if your account is up to date and if you have a **Fixed Term Agreement**, that has more than 2 weeks remaining. In any 12-month period, you may freeze your **Membership** two times for up to three months for both periods combined.

8.2 We may agree to freeze your **Membership** for more than the period noted in clause 8.1 for travel, medical or hardship reasons but you must give us proof, such as supporting documents to our reasonable satisfaction.

8.3 The **Freeze Fee** usually applies during the freeze period.

While your **Membership** is frozen, the **Minimum Term** will be extended for the same time as the freeze period.

9. WHEN YOU CAN END THIS AGREEMENT

9.1 Notice

If you need to notify or tell us anything in writing under this clause

- a. You can give this to us in person, by mail or email.
- b. It would be useful, but not required, if you complete any standard documentation we may have such as a cancellation form and provide your **Membership** number.
- c. If you do not use our standard documentation, your notice must include your name, address, phone, email, ID details and signature and explain why you wish to cancel.
- d. You must also attach required proof such as a medical certificate.
- e. We can deduct all fees and charges that you must pay under this **Agreement** from any refund we give you (see clause 11).

9.2 Cancelling your **Membership** on or after the **Minimum Term**

- a. If this is a **Fixed Term Agreement**, you do not need to do anything, as your **Membership** will end when the **Minimum Term** ends. We may contact you before your **Agreement** ends to discuss renewal. If you chose to renew your **Membership** or sign a new **Agreement** before the **Minimum Term** ends, a **Joining Fee** will not apply.
- b. If this is an **Ongoing Agreement**, it will continue after the **Minimum Term** unless you tell us in writing at any time (but at least 30 days) before the end of the **Minimum Term** that you wish to cancel your **Membership**. If you tell us before the end of the **Minimum Term** but is less than 30 days before, your **Membership** will continue for another 30 days before it ends.
- c. If this is an **Ongoing Agreement** and it has continued beyond the **Minimum Term**, you can cancel any time by giving us at least 30 days prior written notice.

9.3 Cancelling for Medical Reasons

- a. You can cancel your **Membership** at any time by telling us in writing if you cannot use the **Facilities and Services** because you contract a serious illness or a permanent physical incapacity during the term of your **Membership**. This must be confirmed in writing by a doctor or other medical professional.

- b. If you cancel under clause 9.3(a), we can charge you the **Administration Fee**. You will also be liable for any **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Access Card Fee** and **Fees** for services already supplied.
- 9.4 Cancelling for your convenience in the **Minimum Term**
During the **Minimum Term** you can cancel your **Membership** at any time by telling us in writing and paying a **Cancellation Fee**.
- 9.5 Other ways you can cancel this **Agreement** in the **Minimum Term**
You can cancel your **Membership** in the following ways and without paying a **Cancellation Fee**:
- a. When prior notice is not required
You may cancel without giving us prior notice if:
 - i. We break an essential term and have not fixed this in a reasonable time of you asking us in writing.
 - ii. You become bankrupt and give us proof, such as supporting documents to our reasonable satisfaction.
 - iii. We change this **Agreement** in a way that adversely affects you
 - iv. You become entitled to cancel under consumer laws.
 - b. Applicable fees
If you cancel your membership under clause 9.5(a), you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Access Card Fee** and for services already supplied. These **Fees** are not refundable except in very limited circumstance related to clause 9.5(a)(i) and (iv).
- 10. WHEN WE CAN END THIS AGREEMENT**
- 10.1 In addition to our rights under this **Agreement**, we may cancel your **Membership** if you breach any obligation under this **Agreement** that can't be fixed or if you breach an obligation that can be fixed but you do not fix it in a reasonable time.
- 10.2 If we cancel your **Membership** under clause 10.1, you will be liable for **Fees** incurred, i.e. your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Access Card Fee** and **Fees** for services already supplied. We may also charge a **Cancellation Fee** and recover costs, loss or damages caused by your breach.
- 10.3 You promise you are not bankrupt or insolvent and are able to pay applicable fees at any time of signing. You agree that you will tell us promptly if you believe you will be unable to pay your **Membership Fees** for an extended period. We may cancel your **Membership** if you become bankrupt or insolvent.
- 10.4 If we cancel your **Membership** under clause 10.3, you will be liable for **Fees** incurred, i.e. Your **Membership Fees** for the time you were a **Member** (calculated on a pro rata basis), the **Joining Fee**, the **Access Card Fee** and **Fees** for services already supplied.
- 11. FEES**
- 11.1 General
- a. The fees you have to pay are set out in the **Membership Details**. Some rights and obligations that apply in relation to particular **Fees** are set out in this clause.
 - b. If you do not make any payment when its due, your **Membership** may be suspended and you could be refused **Access** to the **Club** and to **Facilities and Services** until all outstanding amounts have been paid.
 - c. Your **Membership** may also be terminated if any **Fees** remain unpaid for an extended period. You will still be liable for all unpaid amounts. A **Cancellation Fee** may also apply.
- 11.2 **Joining Fee**
We will charge you the **Joining Fee** to cover the set-up costs for your **Membership**. This is not refundable except in very limited circumstances related to clause 3 and 9.5(a)(i) and (iv)
- 11.3 **Pro-rata Fee**
If you pay by **Direct Debit** and your start date begins after the first day of the relevant **Direct Debit Payment Period**, you will only be charged the applicable portion of the periodic **Direct Debit Amount**. The same applies if you have **Fixed Term Agreement** and the **Direct Debit Payment Period** ends after the last day of the agreement.
- 11.4 **Access Card Fee**
This is the **Fee** charged to you to receive an **Access Card** to the **Club**. This is not refundable except in very limited circumstances related to clause 3 and 9.5(a)(i) and (iv). If you need a replacement **Access Card**, a **Replacement Access Card Fee** will apply.
- 11.5 **Membership Fees**
- a. If this is a **Fixed Term Agreement** you can pre-pay your **Membership Fees** (i.e. pay them in advance) when you sign this **Agreement**, or you can elect to pay by equal periodic instalments.
 - a. If this is an **Ongoing Agreement**, you must pay **Membership Fees** periodically in advance until your **Agreement** ends.
- 11.6 **Cancellation Fee**
- a. A **Cancellation Fee** is payable if you want to cancel your **Membership** for your convenience within the **Minimum Term**. It is an amount equal to 50% of the balance of your **Membership Fees** for the remainder of the **Minimum Term** or a sum equal to 30 days **Membership Fees** (whichever is higher).
 - c. A **Cancellation Fee** may (at our reasonable discretion) also be payable by you if your **Membership** is ended by us under clause 5.9, clause 10.1 or clause 11.1(c).
- 11.7 **Tailgate Fee**
The **Fee** you will be charged if you allow another person to **Access** the **Club** without permission.
- 11.8 **Guest Fee**
The **Fee** that will be charged for a non-**Member** to **Access** the **Facilities and Services**
- 11.9 If you do not pay a **Fee** when due
- a. If you do not pay a **Fee** or other amount you owe when due, we can suspend your **Membership** until all amounts have been paid. This is in addition to our other rights under this **Agreement**, including the under clause 10.1. Other consequences may also apply with respect to late or rejected **Direct Debit Payments** (see clause 12.3).
 - b. **Fees** and charges continue to accrue during a suspension under clause 11.1(b).
- 11.10 **Fee** increases
- a. During the **Minimum Term**:
 - i. Your **Membership Fees** will not be increased during the time of your **Membership**.
 - ii. Other **Fees** may however, be varied.
 - b. After the **Minimum Term** all **Fees** may be increased.

- c. We will make reasonable effort to tell you of any **Fee** changes.
- d. If your **Fees** are varied, you authorise any **Direct Debits** from your nominated bank account to also be varied.

12. DIRECT DEBIT

12.1 Direct Debit Payment Agreement

- a. If you pay any **Fees**, including ongoing **Membership Fees**, by **Direct Debit**, then this will be through our **Bill**er (not us).
- b. You will be provided with a copy of the **Direct Debit Payment Agreement** of the **Bill**er which applies to any **Direct Debit** services. The **Direct Debit Payment Agreement** which we are not a party to, is entirely separate to this **Agreement**.

12.2 Authority to deduct Fees

By nominating a credit or debit account, you authorise our **Bill**er, to deduct from that account all **Fees** and other charges you are responsible for under this **Agreement**. You must keep your account details up to date.

12.3 Late or rejected Direct Debit payments (also see clause 11.8).

- a. You must ensure there is enough money in your nominated account on the usual payment day, or the next working day if that falls on a day when banks do not process payments.
- b. If there is not enough money in your nominated account on the usual payment day, or there is another reason that your account was unable to be debited (except one within the **Bill**er's control), you will be charged the **Bill**er **Administration Fee**. This will be added to your next debit amount. Prior arrears may also be included.
- c. You authorise our **Bill**er to deduct any unpaid arrears outstanding on your account.
- d. Your bank or credit provider may charge you a **Fee** for overdrawing your account, if you do not have enough money in your account when payment is due.

13. OTHER SERVICES

13.1 There may be other services, including personal training services, offered at the **Club** by us, contractors, licensees and others which are offered separately and/or in addition to services provided under this **Agreement**. You may need to pay applicable fees directly to the providers of the services and agree to separate **Terms and Conditions**.

13.2 We are not responsible for these third party provided services including **Fees** or any associated costs claims or refunds, unless they are provided by us.

14. CHANGES TO YOUR AGREEMENT

14.1 We may sometimes make changes to this **Agreement**, including our **Club Rules**. If we do this, we will try to do this fairly and by giving you a chance to cancel your **Membership** if you are adversely affected by the change and do not agree to it.

14.2 We will make reasonable effort to tell you of any changes in advance and tell you when it will take effect. Subject to other terms, the effective date will generally be at least 14 days from the date we will tell you about the change unless it is not practical for us to tell you at this time. Your **Membership** will be amended from the effective date.

14.3 You cannot cancel under this clause in the case of a transfer of your **Membership** or if we have to comply with a law or a direction of a relevant authority.

15. OUR LIABILITY TO YOU

15.1 Statutory guarantees

- a. Under the **ACL** we guarantee that the services we supply:
 - i. Are provided with due care and skill
 - ii. Are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve; and/or
 - iii. Are supplied in a reasonable time.
- b. Under certain legislative provisions, however, we can ask you to accept some limitations to the **ACL** guarantees.
- c. If you sign this **Agreement**, you agree, to the extent allowed by section 139A of the **CCA**, to exclude or modify our liability to for death or injury from failure to comply with **ACL** guarantees.
- d. This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in **CCA**).

15.2 Other implied terms

Nothing in this **Agreement** excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this **Agreement**, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to clause 15.1, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

15.3 Loss of property

You promise not to unnecessarily bring valuables into the **Club** and agree that is not the obligation of the club to look after unattended property.

16. YOUR RESPONSIBILITY FOR DAMAGE

You agree to pay for any loss or damage to the **Club** or the **Facilities and Services** caused by you or your guests through a wilful, wrongful or negligent act or as a result of your, or their, breach of this **Agreement**.

17. CLUB CLOSURES

- a. We may need to close the **Club** for a period of time, for example, due to an emergency, or is required by a court order by law.
- b. We may close the Club up to 14 days in any 30-day period under clause 17(a) and keep charging **Membership Fees**.
- c. If we close the **Club** for between 15 and 30 days under clause 17(a) in any 30-day period, clause 17(e) applies.
- d. We may also close the **Club** for up to 30 consecutive days if it is being refurbished or relocated.
- e. If we close the **Club** under clause 17(c) or 17(d) we will freeze your **Membership** at no cost to you and extend your **Agreement** for a time equal to the closed period.
- f. We will try, but cannot promise we will be able, to tell you about any **Club** closures un advance.

18. COMPLAINTS AND FEEDBACK

18.1 If you have any concerns about the **Facilities and Services** or anything else in relation to your **Membership**, you should first raise it with the **Club** staff.

18.2 If you are uncomfortable about approaching, or do not wish to approach the **Club** staff, or are not happy with the response given, you may follow this matter up with management.

19. GENERAL LEGAL MATTERS

19.1 Unexepected events

We are not responsible if **Members** cannot use the **Club** because of an event caused by a natural force (such as fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this **Agreement** immediately by written notice. No **Fee** will apply.

19.2 Severability

If a court decides that any part of this **Agreement** is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this **Agreement**.

19.3 Waiver

If we don't enforce our rights under this **Agreement** at any time, it does not mean that we may not do so in future.

19.4 Entire **Agreement**

You agree that we have not made any representations or promises that you have relied that are not in this **Agreement**.

19.5 Applicable law

The law in the state of Queensland apply to this **Agreement**.

20. FACILITIES

a. Gymnasium

- i. No person may use equipment in the gymnasium until such person has received training by a representative of the **Club**.
- ii. Persons under the age of 16 are permitted to use the gymnasium, however must be accompanied by an adult aged 18 or over.
- iii. A towel must be used when using any of the equipment in the gymnasium. No towel, no workout.
- iv. Users of the gymnasium equipment, must wipe down the equipment after use.
- v. All persons using the gymnasium equipment, must follow the instructions of **Club** representatives.
- vi. The **Club** may make available to persons aerobics, personal training, health and beauty related services and other gym related services at an additional cost to those persons.

b. Tennis Court

- i. Persons wishing to use tennis courts must first book the use of the tennis courts with the **Club**.
- ii. A person may only use a tennis court for a maximum period of 1 hour.
- iii. Persons using the tennis courts must wear non-marking shoes only.

c. Swimming Pool

- i. Persons must not use the swimming pool without first reading the rules for use if the swimming pool which are available from the **Club** and are displayed within the swimming pool area.
- ii. Persons are encouraged to shower prior to using the swimming pool.
- iii. Persons under the age of 16 are permitted to use the swimming pool, however must be accompanied by an adult aged 18 or over.

d. Spa

- i. Prior to each person using the spa, a person must first shower.
- ii. Persons under the age of 16 are permitted to use the spa, however must be accompanied by an adult aged 18 or over.

e. Steam Room

- i. Each person exiting the steam room must first shower prior to using other **Club Facilities and Services**.
- ii. Persons under the age of 16 are permitted to use the steam room, however must be accompanied by an adult aged 18 or over.

MEMBERSHIP

OPTIONS & PRICING

SCHEDULE OF FEES				
FEES	WEEKLY	PREPAYMENT		
		CASUAL	3 MONTH	12 MONTH
Joining Fee	Currently Waived			
Gym, Group Classes & Pool <i>(Pool Access Midweek Only)</i>	15.00		185.00	740.00
Casual Gymnasium Session		10.00		
Group Class Session		10.00		
Casual Tennis Court Hire		10.00		
Pool Pass (Midweek) 10 Visits		40.00		
Gymnasium Pass 10 Sessions		90.00		
Group Class Pass 10 Sessions		90.00		
Personal Training Sessions	Contact Reception for prices			
Replacement Card Fee	5.00		5.00	5.00
Tailgate Fee	10.00		10.00	10.00
Access Card Fee		TBA	TBA	TBA
Administration Fee		TBA	TBA	TBA
Cancellation Fee		TBA	TBA	TBA
Freeze Fee		TBA	TBA	TBA