



“The facility” refers to Brimbank Leisure Centre facilities including but not limited to Brimbank Aquatic & Wellness Centre and Sunshine Leisure Centre.

**MEMBERSHIP ENTITLEMENT:** Immediately upon payment of the required membership fee and the acceptance of my Leisure Centre membership application, I acknowledge that I will be a member and will be bound by the membership terms and conditions as set out and referred to in this document. As a member I understand I am entitled to use the facilities set out in my membership type. I understand that I can upgrade my membership type or term within the first 7 days of my membership. Downgrading of memberships is not permitted. Direct Debit changes will take effect from the next debit date. Memberships are not transferable.

**AGE:** All areas of the centre are subject to age restrictions and are to be adhered to at all times. Children under the age of 10 using the aquatic facilities must be actively supervised by a person 16 years or over. The Centre/Management may impose access restrictions to certain areas of the Centre in the case of children.

**SUSPENSION:** I understand that membership suspension is available. Suspensions can be completed through the client portal or in facility at reception. Direct Debit memberships can be suspended for a maximum 6 weeks per year. Additional periods of suspension are available at 50 cents per day and is payable in line with the direct debit calendar. Medical suspension are free of charge and are available upon medical certificate being presented.

**MEMBERSHIP PAYMENTS:** I understand that if any amounts payable by me for my membership are not paid within 14 days of the due date, my membership may be forfeited and I will be required to join as a new member. Members with past outstanding debts owed to the Centre must pay these before re-joining as a new member.

**MEMBERSHIP REFUNDS:** If I decide not to continue with my Direct Debit or Term Membership within the 7 day cooling off period, I am entitled to a full refund of monies paid. As a term Member, I acknowledge that I may be eligible for a refund after this time but will be required to pay the cancellation administration fee.

**CANCELLATIONS:** I understand that cancellation of my direct debit membership is possible on or after expiry of my minimum subscription period by giving 14 days prior written notice. I hereby agree to pay the cancellation administration fee or early exit fee if I fail to give 14 days prior written notice. Cancellation forms can be obtained from Reception. Cancellation of membership over the phone is not possible. There is a 3 month minimum term for all memberships and memberships must be paid out if members request to cancel before their minimum term.

**CHANGE OF DETAILS:** I acknowledge that I must inform the centre of any change to my personal details and any other information relevant to my membership including changes to my concession entitlements. Direct Debit members must notify the centre of any changes to their banking details.

**RIGHT OF ADMISSION:** I acknowledge that the leisure facility reserves the right to refuse admission to any person, including members, and has the right to cancel my membership without warning or notice to me due to inappropriate behaviour or any other breaches of these terms and conditions.

**CHANGE TO SERVICES:** I acknowledge that Management reserves the right to change conditions of membership, including but not limited to opening and closing hours and the range of services and facilities offered.

**EACH VISIT:** I acknowledge that upon each visit, I must present my membership card at Reception. I understand that if I lose my membership card there will be a fee charged for replacement. Members who regularly don't present their membership card may be refused entry or charged for a replacement card.

**HEALTH & FITNESS ASSESSMENT:** I understand that the Leisure Centre offers gym participants the opportunity to undertake a health and fitness assessment with a Fitness Instructor prior to commencing an exercise program. Should I choose not to do so, I am required to complete a pre-exercise questionnaire designed to assist staff in evaluating any risk factors. A medical clearance is required for all individuals aged 45 years and above prior to commencing a gym fitness program. Management may, at its sole discretion, deny my membership application until I receive medical clearance from my Doctor to proceed with an exercise program.

**FOUNDATION MEMBER PREMIUM ACCESS:** Any complimentary access days will commence on the facility opening date. This number of days cannot be suspended, deferred or redeemed for monetary value. At the end of the complimentary period, this access level will be removed and access to these services/ programs will end. Members can upgrade their membership to include Premium Access at additional cost.

**RESPONSIBILITY FOR DAMAGE:** I acknowledge that I am responsible for any damage which I may cause to the Leisure facility if such damage is caused wilfully or negligently.

**FEES & CHARGES:** I acknowledge that management reserves the right to increase membership fees at any time and will give 30 days' written notice of any increase.

**CONTRACTORS:** I understand that Brimbank City Council engages contractors to provide some of its services. I acknowledge that any claim which I may have as a result of an act or failure to act by such a contractor will be brought against and will be the responsibility of that contractor and not Brimbank City Council. I hereby release and will indemnify and keep indemnified Brimbank City Council for any claim suffered by me as a result of an act or failure to act by a Contractor engaged by Brimbank City Council.

**CONDUCT:** In order to foster a pleasant and relaxed atmosphere within the facility, I understand that I must conduct myself in a responsible manner. I agree to comply with centre policies and procedures and my Membership Terms and Conditions. Staff reserve the right to permanently expel members, visitors and casual users from the Centre if their behaviour is deemed to be inappropriate, dangerous, threatening or intimidating.

**DISCLAIMER:** I hereby represent that I am physically capable of, and there is no medical reason to prevent me from, proceeding with the use of the centre facilities without endangering my health. I acknowledge that whilst on the premises my person and my property are at my own risk. I hereby release and indemnify Brimbank City Council, its officers, employees, agents, volunteer's penalties, costs and expenses arising directly or indirectly from or in connection with my attendance at or participation in any programs, to the extent permitted by law. I acknowledge that except as provided in this document, Brimbank City Council gives no warranties in respect of the facilities and equipment it provides.

#### DIRECT DEBIT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorize Payrix Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that Payrix is acting as a Direct Debit Agent for the Business and that Payrix does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and the Business will make reasonable e-orts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you: a) to the extent specifically required by law; or b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution.

I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Payrix will not be held responsible for any fees and charges that may be charged by your - financial institution.

I/We Acknowledge that there may be a delay in processing if: 1) There is a public or bank holiday on the day, or any day after the debit date 2) A payment request is received by Payrix on a day that is not a Banking Business Day 3) A payment request is received after normal operational hours, being 2.30pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement.

I/We authorise Payrix to vary the amount of the payments upon instructions from the Business.

I/We do not require Payrix to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix.

I/We authorise Payrix to attempt to re-process any unsuccessful payments as advised by the Business. I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise: 1) The Debit User to verify details of my/our account with my/our financial institution

2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

Payrix Pty Ltd ABN: 63 135 196 397 P.O Box 6290, Upper Mt Gravatt, Queensland 4122 Ph: 07 3040 4320 Fax: 07 3343 8590

## 24 HOUR ACCESS

Your membership tag will grant you 24 hour Gym access through our dedicated 24 hour entry. During un-staffed hours you must scan this at the 24 hours entry door to gain access. You are required to pay for the Membership band if you do not already have one or are not a new member.

By accepting these terms and conditions you agree to make yourself familiar with all 24 Hour access safety information which is accessible by any or all of the following avenues: Direct email communication, Leisure Centre website and internal facility signage.

This information will cover information such as:

- For member's safety, it is not appropriate to ask another member to give you access to the Centre in un-staffed hours at any time.
- If your Membership Tag is lost or stolen, you must notify the facility immediately. You can still access the club during staffed hours. A replacement tag fee of \$20 applies to gain 24 hour access to the Centre.

Emergency / Security Procedures You have been shown and given instruction on the locations and how to use:

- Your 24 hour Membership band to gain access to the Centre
- All critical information that pertains to the use of 24 hour access including staffed hours, conditions of entry and access requirements
- Defibrillator, First aid kit location and other emergency procedures
- Incident report forms (If an injury is sustained or an incident occurs you must complete an Incident form and place in the secure drop box)
- Personal duress lanyards and hardwired duress buttons
- Emergency security intercom system and location of CCTV
- Emergency evacuation plans and exits. In the event of an emergency you will be required to exit the building immediately when the fire/evacuation alarm sounds.
- You understand that using gym equipment without staff supervision can increase the risk of injury. All high risk equipment including but not limited to Treadmills, Bench Press, and Squat Racks will be used once staff have shown members how to use them safely.
- You will not use equipment if you are not sure how to use it safely and will seek further assistance from facility staff during staffed hours before using equipment.
- If you find or come across a faulty piece of equipment, you will cease using the equipment and place an 'Out of Order' sign onto the piece of equipment. If possible, please make a note of the fault using the incident report forms accessible to members or via email at [bawc@brimbank.vic.gov.au](mailto:bawc@brimbank.vic.gov.au).
- By using the facility you acknowledge certain inherent risks in relation to the use of the centre and equipment. You acknowledge that those risks and safety procedures have been explained.

## General Information

- I will read and follow all safety instructions displayed on equipment and throughout the facility.
- The pool hall, wet change rooms, outdoor pool and reception area are strictly out of bounds during unstaffed hours. All out of bounds areas are fully alarmed and the entire facility is monitored by CCTV at all times.
- The facility at their discretion may terminate any membership agreement without notice for any non-compliance of this agreement or any behaviour or action that they deem to be inappropriate.

- I fully understand and accept that if I intentionally activate a Duress Button with no reason or for a reason that is deemed to be inappropriate by the facility, that I will be charged \$150 and membership suspended until payment is made or have my membership revoked.
- I fully understand and accept that if I intentionally let someone tailgate behind me to access the facility with no reason or for a reason that is deemed to be inappropriate by facility, that I will be charged \$250 and membership suspended until payment is made or have my membership revoked.
- I agree and will abide by all the points mentioned in the Risk Warning and Liability Exclusion section below.

I acknowledge that I am aware of the inherent risks of injury or ill health resulting from the use of the services and from participation in exercise programs. I agree to participate in activities at my own risk and responsibility whether supervised or not by Brimbank Leisure Centre staff.

- Under no circumstances shall you allow access to non-members and/or people who you know on the door. Doing so may put you and/or other members at risk of injury or harm, and could result in your membership privileges being cancelled.
- The facility is equipped with duress lanyards and hard wired emergency buttons. These are designed to alert authorities in the event you or other members are either threatened or in need of assistance.
- The consumption of alcohol, smoking and drug use is not permitted in the facility. Alcoholic beverages, drugs, weapons or any other substances or objects which are prohibited by law are not permitted to be brought into the facility.
- All patrons must behave in a manner that is safe and respectful for the enjoyment and safety of other patrons using the facility. Any behaviour which is considered offensive, inappropriate or interferes with the enjoyment of other patrons within the facility will be acted upon and may result in the member being suspended and/or banned from the facility.
- Occupational Health & Safety – For hygiene purposes and safety reasons you are required to use a towel and wear closed footwear at all times whilst participating in all gym activities. As common courtesy you will be required to wipe down any sweat left on pieces of equipment, using one of the hygiene wipes from the dispensers.
- Noise and courtesy to surrounding neighbours - All members must behave in a manner that is safe and respectful for the surrounding neighbours by ;
  - Parking in the designated facility car park
  - Being mindful of closing/slamming car doors
  - Yelling and or screaming to friends or family members

## RISK WARNING AND LIABILITY EXCLUSION - **IMPORTANT NOTICE** – THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS – PLEASE READ IT CAREFULLY

- By entering Brimbank Leisure Centre facilities including Brimbank Aquatic & Wellness Centre and Sunshine Leisure Centre I agree to the conditions of entry and health and safety requirements. Failing to comply with these Conditions of Entry I may be refused entry, removed or banned from the facility.
  - My Membership maybe also be revoked or cancelled without refund.
  - I acknowledge that these facilities and its staff take measures to ensure the services are as safe as possible and there is a risk that I could be personally injured as a result of my use and/or participation in and/or reliance on the services.
  - I understand that any personal injury may result from my actions, the actions of others or equipment failure and may be life threatening or result in severe or permanent disability or death.
  - I agree to abide by the rules of conduct, behaviour, equipment usage and use of services that are displayed within the gym and that have been provided to me.
1. I agree that I will use and/or participate in and/or rely on the services at my own risk.
  2. I agree that Brimbank Aquatic & Wellness Centre, Sunshine Leisure Centre and the Brimbank City Council and its staff will not be liable to me or my dependants, for personal injury or death suffered by me due to the:
    - a. Services not being supplied with due care and skill or not being reasonably fit for their purpose or breach of any other consumer guarantees.
    - b. Negligence, breach of contract and/ or breach of statutory duty of Brimbank Aquatic & Wellness Centre & Sunshine Leisure Centre.
  3. I understand that this Risk Warning and Liability Exclusion is not intended to exclude, restrict or modify liability which cannot lawfully be excluded, restricted or modified.
  4. I acknowledge I have read and understood the content in this Risk Warning and Liability Exclusion section of this document and have signed below/ or digitally in accordance of my own free will.