

## PORT HEDLAND LEISURE MEMBERSHIP SIGN-UP TERMS AND CONDITIONS

*In this agreement, the individual entering into the membership shall be referred to as 'the Member'.*

### **BINDING AGREEMENT**

Subject to the cooling off period below, the Member acknowledges that by signing the membership application, they have entered into a legally binding agreement for the use of the Wanangkura Stadium, Gratwick Aquatic and Fitness Centre and South Hedland Aquatic Centre ('Centre') and locations where our programs are run.

### **INTERPRETATION**

The paragraph headings contained in this agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions herein.

### **COOLING-OFF PERIOD AND REFUND**

The Member understands that a 7-day cooling-off period is applicable from the date and time of signing this agreement and can terminate without reason during that time by written notice to the Centre.

The Member also understand that if the membership is cancelled during the seven-day cooling-off period, the Member will be charged a fee to cover administration costs and for any fitness services that have been used. The initial investment, less the administration fee and any costs incurred by the Centre, will be refunded.

### **LIMITATION OF LIABILITY**

The Member acknowledges and recognises the inherent risks of injury or ill health resulting from use of the Centre and participation in exercise generally. The Town of Port Hedland (TOPH) recommends that the Member seeks medical advice prior to commencing any exercise program, and it is the Member's responsibility to consult their medical practitioner before undertaking such activities.

To the extent permitted by law, the Member agrees to release and indemnify the TOPH for any loss or damage suffered in respect of any incident arising out of injury, loss, damage or death caused to the Member or the Member's property in any way whatsoever, except arising out of reckless conduct.

The Member agrees that use of the Centre is at their own risk and responsibility whether supervised by staff or not.

### **SEVERABILITY**

If any clause of this agreement is held to be invalid, unenforceable or illegal for any reason, the agreement shall remain in full force apart from such clause which shall be read down to the extent necessary to ensure that it is not invalid, unenforceable or illegal. If such modification is not possible, such clause shall be severed from the agreement without affecting the validity or enforcement of the remainder of the agreement.

### **MEDICAL CONDITION**

By entering this agreement, the Member confirms that they have no adverse medical or physical condition, and they are not aware of any health-related reasons that would preclude their participation.

The Member also gives the TOPH permission to seek medical and emergency assistance on the Member's behalf and at the Member's expense if this be deemed required for themselves, or a person under their care.

### **PERSONAL INFORMATION**

It is the Member's responsibility to provide notification of any change to personal information such as payment details, address, contact number or change of name. This can be completed at the centre or through the Centre's website.

It is the Member's responsibility to ensure an appropriate photo is taken and assigned to their account. This can be completed at the centre.

### **MINIMUM AGE**

There may be an age restriction imposed on membership to the Centre and its services. This restriction will be at the sole discretion of the Centre's management.

### **ACCESS**

Members may receive a Membership Access tag upon joining. All members must use their access tag for entry or attend reception to gain entry into the Centre. This assists the Centre in maintaining security of our members and helps us service you more effectively.

Membership Access tags cannot be used by any person other than the person entitled. Please store your membership tag safely, as there is a replacement fee for lost or stolen cards.

For safety reasons, maximum Centre & class attendance numbers apply. Refusal of entry will occur when limits are reached.

### **CONDITIONS OF ENTRY**

The Member agrees to abide by the Conditions of Entry of the Centre.

The Centre reserves the right to refuse entry to any Member or terminate or suspend any membership without warning if a member fails to comply with the Conditions of Entry of the Centre.

### **24-HOUR INDUCTION**

The 24-hour induction must be conducted for every new member whose membership allows 24/7 access. This induction ensures that members are familiarised with the safety features of the gym, emergency procedures, and unauthorised access points.

### **SECURITY**

The Centre premises are under 24-hour camera surveillance. Whether you are training, entering or exiting the building including entry to the changing rooms, your activities are being viewed and recorded. The recorded video system is used for security, safety and police purposes only. The surveillance system does not protect you from harm in or around the building premises. You must use caution when entering or exiting the Centre.

A security back to base/courtesy telephone is available if you feel threatened or witness suspicious activity.

Do not allow access to individuals who knock on the door; doing so may put you at risk of injury or harm and could result in you losing your membership privileges.

The Centre may be equipped with duress buttons/pendants/necklaces. These are in place to alert the appropriate emergency services in the event that you feel threatened, or you/another member is in need of medical assistance. You are responsible for understanding how to operate the different types of panic alarms located in the Centre and agree to use them only in case of an emergency. Misuse of this emergency equipment may incur an on charge of associated costs.

### **CHANGES TO SERVICES**

The Centre's management retains the right and authority to alter and/or cancel any class or fitness program due to, but not limited to, inclement weather conditions or low participation. Additional services and programs may be offered from time to time on a "fee for service" basis. This includes fitness courses, term programs and specialised fitness programs/classes.

### **EXERCISE ATTIRE**

Whilst exercising in the Centre, all Members must wear exercise clothing (top and bottoms) with enclosed training shoes at all times. Work clothes, work boots and casual clothes are not permitted as they may damage upholstery and/or flooring and equipment.

Whilst swimming in the Centre, all members must be appropriately clothed with swimwear suitable to the activity in which they are participating.

### **TRANSFERS**

Memberships are non-transferable and non-refundable.

### **TRAINING ETIQUETTE**

Members must use a towel whilst exercising in the Centre. Member may purchase a towel during staffed hours. The towel should be placed on upholstery of equipment and cleaning supplies are provided for Members to wipe down machines after use.

The dropping of weights, improper use or misuse of any equipment and accessories will not be tolerated for any reason. Misuse of equipment may incur an on charge of associated costs and may result in the termination or suspension any membership. All members must return weights and/or weight equipment to weight racks or designated storage areas immediately after use.

The practice of not sharing equipment with other gym users is not considered fair and reasonable behaviour. Please note that there may be time limitations on certain equipment during peak times. A first come rule applies to all Group Fitness classes where the numbers exceed maximum levels.

Participants who arrive late to class will not be permitted entry into class. A participant who cannot make their class must cancel to allow space for other participants to book in.

### **SAFETY NOTICES**

The Centre is under 24-hour recorded video surveillance and your Member Access Card or tag usage is logged. You must not bring in guests at any time without the prior written authorisation of Centre management. If this policy is violated, at our sole discretion, you may be charged a casual fee and/or have your membership frozen or cancelled. If your membership is cancelled pursuant to this clause, then all outstanding and due monies become immediately payable, and/or a cancellation fee may be charged.

You must not allow any other person to use your Membership Access Card and must inform the Centre immediately if it is lost or stolen. Violating this condition may result in you be charged a casual fee and/or have your membership frozen or cancelled

All members must use their access card for entry or attend the reception to gain entry into the Centre. During non-staffed hours you should not expect or ask anyone else to provide you entry into the Centre.

You have access to a free orientation to the facility and the proper use of its equipment. You must use the safety features of the equipment at all times. If you are unsure of how to use any equipment, you should not use that equipment before obtaining instructions from staff or Personal Trainers.

### **PHOTOGRAPHY**

Photography and/or videography is not permitted anywhere in or around Centre premises, unless prior written authorisations is provided by Centre Management.

The TOPH routinely conducts photography and/or videography works on premises, and members acknowledge and agree that they may be featured in TOPH media for a variety of purposes, inclusive of but not limited to, advertising, promotion, training and public affairs, without further notice, consideration, limitation or reservation. Permissions and usage rights furthermore extend to authorised TOPH contractors, representatives and affiliates.

### **PROPERTY**

Storage facilities are available free for Members' convenience. The Centre takes no responsibility for the use of these facilities. All Members do so at their own risk.

Lost property will be held at the Centre for a period of up to 2 months and if not claimed, may be disposed of as appropriate.

The TOPH takes no responsibility for any damaged, lost or stolen items whilst using the Centre

### **DAMAGE TO CENTRE**

Any Member who wilfully or through their negligence damages the Centre or its property may incur an on charge of associated costs and may result in the termination or suspension any membership.

### **FOOD AND BEVERAGES**

No food or drinks except water are to be taken into the Gym.

### **SMOKING AND ALCOHOL**

Smoking is not permitted at any time in any area of the Centre or within five metres of entrances. Consumption of alcohol is strictly prohibited.

### **PRIVATE BUSINESS**

No private business, including but not limited to personal training and sports coaching may be conducted within the Centre without written consent of management.

Personal Training services provided in the Centre may only be provided by Centre employees.

### **UNPAID ACCOUNTS**

The Member acknowledges that if a debt remains unpaid, the Member will be responsible for any collection fees, including but not limited to any solicitor fees and/or collection agent fees as may be incurred by the TOPH.

## **NON-PAYMENT**

The TOPH has the right to Freeze or terminate the agreement for non-payment of fees.

## **SAFEGUARDING CHILDREN AND YOUNG PEOPLE**

The Member acknowledges that the Town of Port Hedland has a responsibility to ensure that any incidents of suspected child maltreatment will be handled with respect and will be dealt promptly and appropriately. Any allegation or disclosure of abuse, neglect or assault, including sexual assault, of an enrolled child will be reported to the Department of Child Protection and Family Support'.

## **TEENFIT MEMBERS**

TeenFit members are entitled to unlimited membership freezes that must be self-managed by the Member via the [Member Portal](#). Freezes may be used for any reason, including but not limited to facility closures, reduced operating hours, or personal circumstances. No refunds will be issued in place of freezes.

Gym access for TeenFit members is strictly limited to Wanangkura Stadium and only during designated TeenFit hours, regardless of parental supervision. These permitted hours are subject to change at any time due to operational requirements, programming, or unforeseen circumstances. TeenFit members are not permitted to access Gratwick Fitness Centre under any circumstances. Attempted access outside permitted facilities or hours may result in suspension or termination of the membership.

## **AQUATIC FACILITIES – Additional Terms (All General Terms and Conditions Apply)**

### **LESSON CANCELLATIONS AND MISSED LESSONS (SWIM SCHOOL)**

If a lesson is cancelled, a credit will be applied to the swimmer's account. Credits for lessons already paid through Direct Debit will roll over to the next debit, and lessons not yet debited will not be charged.

If a student misses a lesson due to any reason outside of a medical impact with a doctor's certificate, refunds or credits will not be issued and make-up lessons shall not be provided.

### **WATCH AROUND WATER & SUPERVISION POLICIES**

All children under the age of 12 years of age must be accompanied by a Responsible Adult (over the age of 18 years) at all TOPH aquatic facilities. Children under the age of 5 must remain within an arm's reach of a parent/guardian and wear a 'Watch Around Water' arm band. This clause applies during lesson times. Parents are to remain within the centre while children are in lessons.

## **DIRECT DEBIT REQUEST SERVICE AGREEMENT & CREDIT CARD AUTHORISATION TERMS & CONDITIONS**

### **DEBITING YOUR ACCOUNT**

All payments are processed in accordance with Australian Financial Services standards and adhere to the highest level of compliance with the Payment Card Industry Data Security Standard (PCI DSS).

The Member authorises the TOPH, and its Direct Debit provider, to charge or debit the nominated account on the nominated terms as detailed in the Direct Debit Request.

The amount is charged or debited from the Member's nominated credit card or bank account every second Thursday.

All Membership payments are made fortnightly in advance.

This is an ongoing membership agreement. This agreement will continue until either the Member or the TOPH terminates it in the way described in the agreement. The Member agrees to pay the fees associated with membership including any associated joining fees. The joining fee may be waived or reduced if the Member joins again within a 6-month period following their previously held contract.

### **OBLIGATIONS FOR MEMBER**

It is the Member's responsibility to confirm that the details of the nominated account or card are correct and to confirm with their financial institution that direct debiting through the Bulk Electronic Clearing System ('BECS') is available from the nominated account.

It is the Member's responsibility to ensure that there are sufficient cleared funds available in the nominated account to allow a payment to be made in accordance with the agreement.

On the occasion the bank rejects a debit, a dishonour fee will be payable. An alternative payment, inclusive of the dishonour fee must be made within 7 days from notification. Access may be denied on the occasion that failed payments remain outstanding.

The Member will be responsible for any fees and charges applied by their financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fees as may be incurred by the TOPH.

If two consecutive payments are missed, the membership or Swim School contract will be subject to cancellation.

If the debit day falls on a day that is not a banking day, the TOPH will direct the Member's financial institution to debit the nominated account on the following banking day.

It is the Member's responsibility to check the nominated account statement to verify that the amounts debited are correct.

It is the Member's responsibility to notify the TOPH of any changes to the nominated card or bank account.

### **AMENDMENTS BY TOPH**

The TOPH may vary any details of this agreement (including pricing changes) at any time by giving the Member not less than 14 days' notification.

### **AMENDMENTS BY MEMBER**

Members may defer / freeze their membership as follows:

- Ongoing membership, 1 -14 days, up to 6 times in the previous 12 months, refreshing on the date of sign up each following year
- Ongoing FIFO membership, 1 -14 days, an unlimited amount of times
- Members cannot freeze their membership during a pro-rata period

Membership freezes are completed by Members through the Centre's website.

Membership freezes may be applied to memberships for special circumstances, including but not limited to medical reasons and bereavement. All requests for a special circumstance freeze must be made at least one week in advance in writing to TOPH via [leisure@porthedland.wa.gov.au](mailto:leisure@porthedland.wa.gov.au) or directly through customer service at Wanangkura Stadium and may require the members to provide proof of circumstance. Each request will be assessed and applied at sole discretion of the Centre's management.

Exact dates are required when suspending and cannot be backdated. The membership will restart automatically on the freeze end date. For term memberships the suspension period will be added to the end of your membership.

Members may request to change the Membership Plan in accordance with this Agreement, in writing to the TOPH via [leisure@porthedland.wa.gov.au](mailto:leisure@porthedland.wa.gov.au) or directly through customer service at Wanangkura Stadium.

Members may terminate this agreement. Notification of cancellation must be provided in writing to the TOPH via [leisure@porthedland.wa.gov.au](mailto:leisure@porthedland.wa.gov.au). The next scheduled direct debit is required as notice, with any fees owing to be deducted pro rata.

If the Member believes that there has been an error in charging or debiting their account, the Member should notify the TOPH in writing via [leisure@porthedland.wa.gov.au](mailto:leisure@porthedland.wa.gov.au) or directly through customer service at Wanangkura Stadium.

## **CORPORATE MEMBERSHIPS**

All corporate members agree to the terms outlined in their corporate agreement. The Centre may send reporting to the company as outlined in the agreement.

## **PRIVACY**

A Member's personal information will only be used by the TOPH for the purposes of this agreement or to the extent required by the law.

The TOPH will make reasonable efforts to keep any personal information 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.

The member must recognise they may receive communications and marketing materials via telephone, mail or electronic means.

All personal information is managed in consistency with the Town of Port Hedland's [Privacy Policy](#) to ensure compliance with the State Privacy and Responsible Sharing (PRIS) Act 2024 and its Information Privacy Principles.