

The Memberships Program is conducted by the State Sport Centres Trust trading as State Sport Centres (ABN 16 374 471 008) (SSC) and is available at the Melbourne Sports and Aquatic Centre (MSAC) at 30 Aughtie Drive, Albert Park VIC 3206. In addition to MSAC, the SSCT operates other venues, including Lakeside Stadium, State Netball and Hockey Centre and Knox Regional Sports Park (together, **Venues**).

These Terms and Conditions (**Terms**) apply to your attendance or the attendance of another patron in your care in the Membership Program, together with the SSC General Terms and Conditions of Entry and Use the Direct Debit Request Service Agreement and any other operational rules and instructions provided by SSC.

It is your responsibility to inform yourself of the Terms in this Agreement. By submitting your membership application, you acknowledge that you have read, understand and agree to the Terms.

SSC Rules and Instructions

1. You acknowledge and agree that the use of SSC facilities is subject to the rules and/or directions of SSC at all times.
2. You agree to follow any rules and/or directions set by SSC in connection with each of its Venues and acknowledge that if you fail to comply with any such rules or directions, you will not be permitted to access all SSC Venues, facilities, services and you will not be entitled to a refund of any fees paid.

Standards of Behaviour

3. The SSC aim is to provide a safe environment for everyone at our Venues (including our staff and other patrons). Accordingly, please use SSC facilities respectfully and in a way that is not abusive, threatening or in SSC's sole determination, likely to cause nuisance, disruption or offence to others.
4. By agreeing to these Terms, for the duration of your Membership, you agree to follow SSC's;
 - a) Terms and Conditions of General Entry and Use;
 - b) Standards of Behaviour;
 - c) Filming and Photography Policy;
 - d) Prohibited Items List;
 - e) Privacy Policy; and
 - f) Appendix A – Terms of Direct Debit Request

Membership Eligibility and Privileges

5. Subject to clauses 7(b) and 9, membership to SSC is open to individuals 18 years of age or over as at the date of commencing membership.
6. Members are required to have their photo taken and uploaded to their profile.
7. **"Performance Membership"** entitles members to use MSAC facilities, including the fitness centre, swimming pools, spa, steam and sauna, hydrotherapy and plunge pools, fitness classes, complimentary parking, complimentary lockers and any other facilities specified by the SSC. Performance members are also permitted to access the Athlete Performance Centre outside of times allocated for private bookings. Your Performance Membership is subject to the following terms:

- a) membership is available to individuals who are over 16 years of age.
 - b) if you are 16 or 17 years old, your membership will be administered under your name and linked to a nominated parent/guardian until you turn 18 years of age. Upon turning 18, your junior membership will automatically convert to a full paying Performance Membership. If eligible for a concession membership, it is your responsibility to provide relevant documentation no less than 30-days before or after turning 18 for the concession rate to be applied.
 - c) prior to attending MSAC for the first time as a member, you (and your nominated parent/guardian, if you are 16 or 17 years old) must attend a gym induction session (Induction) and must, at the conclusion of the Induction:
 - i. sign a copy of these Terms; and
 - ii. sign an acknowledgement confirming, among other things as prescribed by SSC from time to time, the date and time of the Induction, your parent/guardian's consent to your membership and future attendance at SSC venues as a member without parent/guardian supervision, and that your parent/guardian accepts you have been inducted appropriately.
8. **"Concession Memberships"** are available to those who have a valid and approved commonwealth concession card, subject to the following terms:
- a) Concession cards must be verified in person at one of the MSAC Membership Service Desks.
 - b) "Concession Memberships" are valid for 12-months from the date of membership, or the stated expiration date (whichever comes first). At the conclusion of this 12-month period, Concession Memberships will automatically convert to a full paying Performance Membership. If eligibility for a concession membership remains, it is the responsibility of the member to provide relevant documentation no less than 28 days before or after the conclusion of the 12-month period for the concession rate to be applied.
9. **"Aquatics Memberships"** are available to individuals 10 years of age or over as at the date you commence. Aquatics Membership entitles you to use MSAC facilities, such as swimming pools, hydrotherapy pools, spa, steam and sauna, aquatic exercise classes, complimentary parking, complimentary lockers and any other facilities set out by the SSC. Your Aquatics Membership is subject to the following terms:
- a) if you are between the age of 10 to 17 years old, your membership will be administered under your name and linked to a nominated parent/guardian until 18 years of age, and the parent/guardian is required to sign and accept these Terms on behalf of the child;
 - b) Aquatics Members below the age of 16, do not have access to any of the following:
 - i. spa, steam and sauna
 - ii. hydrotherapy pools
 - iii. aquatic exercise classes
10. **"Legacy Membership"** are memberships that are no longer offered by the SSC and:
- a) your use and access to MSAC under a legacy membership is subject to these Terms to the extent they are not inconsistent with the original terms and conditions; and
 - b) SSC reserves the right to terminate any legacy membership, providing you with no less than 28 days' notice.

Watch Around Water

11. SSC is an accredited facility of the '[Watch Around Water](#)' guidelines, which outline requirements for child supervision in an aquatic environment:
 - a) Children under 10 years must be accompanied and constantly supervised by a responsible person 16 years or older at all times.
 - b) Children under 5 years must be accompanied into the water and remain within arm's reach of a responsible person aged 16 years or older.

Suitable Attire, Baby Nappies and Swim Caps

12. Members are required to follow the [Suitable Attire Policy](#). This includes suitable and clean swimming attire that is designed for use in a swimming pool.
13. Participants not fully toilet trained must wear the correct form of waterproof swim nappies.
14. SSC recommends swim caps be worn for all lessons; Swim School caps are available for purchase from SSC Reception.

Membership Card

15. You must always have your valid membership card/wristband/fob with you when using MSAC facilities.
16. If your membership card/wristband/fob is compromised, lost or stolen, you can get a replacement at the MSAC Membership Services Desk, subject to a prescribed fee.
17. No one else may use your membership.
18. Access granted by your membership is restricted in accordance with your type of membership. This includes entering and exiting any space, offering or service within the specified times, as directed by SSC.

Facility Access

19. Facility access is subject to change at SSC's absolute discretion without notice. During events, maintenance and operational requirements, members may have limited access to facilities, including pools, classes and other products and services. SSC does not offer compensation to members in any such instances.
20. Access granted by your membership is restricted in accordance with your type of membership. This includes entering and exiting any Venue, space, offering or service within the specified times.

Parking Access

21. Car parking access is subject to the Car Park terms and conditions. Parking access is available to all members, with one permit available per member via licence plate recognition. Membership parking is accessible for up to three (3) hours per day.
22. No responsibility will be accepted by SSC for fines or other sanctions incurred by a member, resulting from use of an expired permit or otherwise.
23. It is the members' responsibility to keep their vehicle registration details up to date with SSC.
24. Car parking access is subject to availability and does not guarantee that a car parking space is

available to a member at any given time. During major events, it is likely that members' access to car parks will be limited or potentially unavailable.

25. Bicycle and scooter parking is available at designated areas.
26. The SSC takes no responsibility for any loss or damage to your vehicle or caused by your vehicle.

Locker Access

27. You can access lockers by using your membership card/wristband/fob.
28. You must empty your locker at the end of your visit. Each locker is opened every night and the SSC takes no responsibility for any items left in lockers.

Bookings

29. Unless otherwise notified by SSC:
 - a) All bookings for classes/sessions/events must be completed online or by prescribed app.
 - b) Bookings may only be made up to seven days in advance.
 - c) If you are unable to attend a booked class/session/event, you must cancel your booking no later than 12 hours before the scheduled commencement time. Failure to do so will result in your booking being marked as 'unattended'.
 - d) When attending group fitness classes, you must mark yourself as present by scanning your wristband at the scanners on the door. If you forget your wristband, you must visit the reception desk and have one of our customer experience members mark you as present, no later than 15 minutes before commencement of class. Failure to do so will result in your booking being marked as 'unattended'.
 - e) When attending aquatic group fitness classes, you must mark yourself as present by scanning your wristband at either the access reader at the aquatic's reception desk, or the aquatic turnstiles at the main entry. Failure to do so will result in your booking being marked as 'unattended'.
 - f) In any 30-day period, if you accumulate 3 'unattended' classes against your profile, all subsequent unattended classes will incur a no show/late cancellation charge to your account, as prescribed by the SSC. When a no show/late cancellation fee is charged to your account, your account will be blocked until the fee is paid in full.
 - g) All classes/sessions/events are subject to change, and SSC reserves the right to cancel, postpone or alter classes/sessions/events.
30. SSC reserves its right to enquire or request that Members can confirm their Membership, booking, access to facilities or induction complies with these Terms.

Member Cancellation

31. There is no minimum term for SSC membership.
32. You may terminate your SSC membership at any time by giving 28 days' notice (notice period) to SSC. All outstanding fees must be paid prior to submitting a request for cancellation. The notice period cannot commence where a membership is suspended. This means that any billing cycle(s) within that 28-day period will incur a direct debit in accordance with your regular fortnightly payments.
33. To cancel your membership, you must submit a membership cancellation request form

available at the SSC, [Gym & Wellness membership website page](#).

34. Any request for cancellation will take effect 28 days from the date it is received by the SSC, subject to the settlement of any outstanding balances.

Membership Suspension

35. You may request a suspension to your membership and corresponding payments for any reason, subject to the following:
- You may request a suspension to your membership up to four times per calendar year, for a maximum of seven days per suspension period.
 - Members who pay in advance may suspend their membership based on their contract duration: one suspension period of up to seven days for a three-month contract, two suspension periods of up to seven days each for a six-month contract, and four suspension periods of up to seven days each for a twelve-month contract.
 - When requesting suspension, you must not have any debt on your account. If there is a debt, you will be required to clear any debt before the suspension request can be actioned.
 - Suspensions are self-managed through the "Contract Details" tab in the Client Portal.
 - Once a suspension has been applied, any amendments need to be requested via email to members@ssct.com.au.
 - You will not have access to any of your membership entitlements during any suspension period.
 - Direct debit payments will resume immediately following the allocated suspension period.

Medical advice and fitness level

36. It is your responsibility to seek medical advice prior to commencing any fitness program or sport and only exercise in line with your own current fitness and activity levels.
37. Each time you utilise SSC Venues, facilities and services, you warrant that you:
- are and must continue to be medically and physically able to use the SSC facilities and services safely;
 - are not a danger to yourself or to the health and safety of others; and
 - are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to utilise the Venue facilities and services.
38. You or people under your control must avoid swimming if unwell or have had diarrhea in the past two weeks.
39. You agree to report any accidents, injuries, loss or damage you suffer during use of a Venue's facilities and services to SSC before you leave the Venue.

Medical Suspensions

40. On your request, SSC may suspend your membership and corresponding payments for medical reasons, in accordance with this clause:
- Medical suspension of membership is only offered in cases relating to injury or medical reasons, subject to approval by the SSC on receipt of a medical certificate, stating the exact dates of suspension required.
 - Medical suspension requests must be submitted to SSC by emailing

members@ssct.com.au.

- c) Medical suspensions can only be applied if your account is debt free.
- d) You will not have access to any of your membership entitlements during the medical suspension period.

Debit payments will resume immediately following the allocated suspension period.

SSC Cancellation or Suspension of Membership for Breach

- 41. Where you breach any of these Terms, including but not limited to the Terms and Conditions of Entry and Use and Standards of Behaviour SSC may in its sole discretion, without otherwise limiting the rights available to it under these Terms or at law:
 - a) immediately upon written notice to you:
 - i. terminate your SSC membership; or
 - ii. suspend your SSC membership, as determined by SSC in its discretion;
 - b) issue a written warning to you; or
 - c) refuse your entry to or immediately remove you from a Venue.
- 42. If your membership is:
 - a) terminated by SSC under clause 41(a)(i), you are liable to pay to SSC the outstanding amount of the current unbilled billing cycle, pro-rata to the period of the cycle for which you were a member and will not have access to any of SSC's Venues, facilities or services; or
 - b) suspended by SSC under clause 41(a)(ii), you will not have access to any of SSC's Venues, facilities or services, and are not liable to pay the applicable membership fee, for the duration of your suspension period.

Price Increases and Changes to Membership

- 43. SSC may at its discretion change your membership price or membership structure.
- 44. You will be notified in writing by SSC where any changes are to occur, at least 60 days prior to the date from which the price or structure change will apply. Notices will be sent to the email address listed on your membership application form (or as updated by you by notice to SSC).
- 45. Following receipt of notice from us of any price or structure change, if you do not wish to continue with your membership, you may cancel your membership as set out in clauses 31, 32 and 33.
- 46. If you do not cancel your membership, you authorise SSC to adjust any debits from your nominated account or credit card in line with this increase notified to you in accordance with clause 44.

Risk Warning and Waiver

- 47. Your entry and/or participation in any physical activity at a Venue, including but not limited to the use or enjoyment of any facilities or equipment at or within the Venue (Physical Activities) is dangerous.
- 48. By agreeing to these Terms, you acknowledge that you are exposed to certain risks during any participation in Physical Activities at the Venue, including but not limited to physical or mental

injury, other participants acting dangerously or with lack of skill, and that accidents can and often do happen.

49. To the extent permitted by law, SSC is not liable to you for any loss, damage, claim or expense ('loss') suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the Participant's involvement in Physical Activity, except to the extent that any such loss is caused or contributed to by the negligent act or omission of the SSC.

Warning Under the Australian Consumer Law and Fair Trading Act 2012

50. By agreeing to these Terms, you agree that your rights to make a claim against SSC and its agents under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* (the Act) are excluded, restricted or modified in the way set out in these Terms, if you are killed or injured because of the services provided were not in accordance with the statutory guarantees outlined below.
51. Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that SSC is required to ensure that the recreational services (as defined under s139A of the Act) it supplies to you
- are rendered with due care and skill; and
 - are reasonably fit for any purpose which you, either expressly or by implication, make known to SSC; and
 - might reasonably be expected to achieve any result you have made known to SSC.

Under section 22 of the Act, the exclusion of these statutory guarantees is brought to your attention by these Terms.

NOTE: The change to your rights, as set out in these Terms, does not apply if your death or injury is due to gross negligence on SSCT's part. 'Gross negligence', in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the Act.

52. Exclusion of rights under the Australian Consumer Law (Victoria): By agreeing to these Terms, you agree that the liability of SSCT for any death or personal injury (as defined in the Act) that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

Privacy

53. You consent to the collection, use and handling of your personal information as set out in the SSC Privacy Policy available at www.statesportcentres.com.au/privacy/. This includes disclosing information to third parties such as Perfect Gym for the purposes of providing a membership platform (including disclosing information in connection with any query or claim), this agreement and to the extent specifically required by law.

General

54. These Terms and the *Terms and Conditions of Entry and Use*, comprise the entire agreement between you and SSC in relation to its subject matter and supersede and replace any previous

agreement or arrangement between the parties in relation to its subject matter.

55. Any provision of these Terms which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
56. These Terms are governed by the laws of the State of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria.
57. SSC reserves the right to change, modify or update these Terms, any other rules relating to your membership or use of any Venue. Any such changes will be made with reasonable notice and displayed prominently in and around the Venue and on the [SSC website](#).
58. You warrant that all information provided to SSC is true and correct.
59. You are responsible for your own personal property that you bring into MSAC (including, without limitation, any motor vehicle) and except to the extent caused by SSC, SSC will not be liable for loss, damage to or theft of any personal property.

CONSENT FOR MEMBERSHIP BY A PARENT / GUARDIAN - Clause 7(c)ii

I, _____:

(PARENT / GUARDIAN NAME)

acknowledge that I have read, understand and agree to each of the above Terms, including the Terms and Conditions of Entry and Use, other operational rules and instructions provided by SSC, and that an appropriate induction has occurred for this membership:

Signature of Parent / Guardian:

Name of Member:

Date and time of gym induction:

APPENDIX A - Terms of Direct Debit Request

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix Australia Pty Ltd (Payrix Australia) and MSC. 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 Australia Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of Melbourne Sports Centres (ABN 16 374 471 008) (herein referred to as the Business) I/We acknowledge that Payrix Australia is acting as a Direct Debit Agent for the Business and that Payrix Australia 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 Australia and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix Australia and the Business will make reasonable efforts 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 are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honored 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 Australia 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: I/We authorise:

- a) There is a public or bank holiday on the day, or any day after the debit date
- b) A payment request is received by Payrix Australia on a day that is not a Banking Business Day; or
- c) A Payment request is received after normal operational hours, being 4pm 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 Australia to vary the amount of the payments upon instructions from the Business. I/We do not require Payrix Australia 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 Australia.

I/We authorise Payrix Australia 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.

- a) The Debit User to verify details of my/our account with my/our financial institution
- b) The Financial Institution to release information allowing the Debit User to verify my/our account details.

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