

TERMS & CONDITIONS

SUTHERLAND SHIRE



LEISURECENTRES

A business unit of Sutherland Shire Council

These are the Terms and Conditions on which Sutherland Shire Leisure Centres (“we” or “us” or “our”) is willing to provide membership to the Business to you. Any variation to these Terms and Conditions must be in writing and signed by our authorised officer.

THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE YOU READ IT CAREFULLY THIS IS PART OF YOUR CONTRACT

1. Contract Rectification

We have seven (7) days after the formation of the Contract to rectify any error or miscalculation provided in the Contract.

2. Cooling Off Period

After applying for membership, you have a seven day period (“Cooling Off Period”) during which you may cancel your membership. Notice must be given in writing. A refund equal to the Membership Fee and any additional amounts paid minus the Set up Fee and the cost of any fitness services already supplied will be applicable. If you terminate your Contract after the Cooling Off Period, different conditions will apply. The following termination clauses outline your right to terminate the Contract and any fees payable in such circumstances.

3. Termination within the Minimum Term

You may terminate the Contract without additional fees prior to the expiry of the Minimum Term as defined on the front page under membership type, with immediate effect by providing us with written notice if:

- we make changes to the Contract which adversely affect you (please refer to clause 6);
- we breach our obligations to you (please refer to clause 7);
- you become subject to medical incapacity (please refer to clause 8); or
- you otherwise become entitled to do so under consumer legislation.

4. Termination on expiry of the Minimum Term

If you have a Fixed Term Contract, it will terminate automatically upon expiry of the Minimum Term. If you have an Ongoing Contract you may provide written notice of termination at any time prior to the expiry of the Minimum Term and the Contract will then terminate on expiry of the Minimum Term.

5. Termination after the Minimum Term

If you have an Ongoing Contract you may terminate the Contract after the Minimum Term if you provide us with thirty (30) days written notice. Any unused Membership Fees after the 30 day period will be refunded. However, where either of us terminates the Contract, any unpaid fees will need to be paid by you or we may take action to recover the outstanding payments. We can refuse you entry to the Sutherland Shire Leisure Centres at any time that your membership payments are not up to date.

6. Termination when Changes made to Terms and Conditions

You are entitled to terminate the Contract with immediate effect at any time by providing us with written notice if:

- we make amendments to these Terms and Conditions and you do not continue to use the Sutherland Shire Leisure Centres as contemplated by clause 27; or
- higher Membership Fees applicable to your membership are introduced.

No fees will be applicable for terminating in accordance with this clause apart from the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

7. Termination where we Breach our Obligations

If we are in breach of our obligations under the Contract and we have not remedied that breach within a reasonable time after you have notified us of our breach in writing, you are entitled to terminate the Contract with immediate effect at any time by providing us with written notice. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

8. Termination for Medical Reasons

You may terminate the Contract with immediate effect at any time by providing us with written notice if you produce supporting documentation to our reasonable satisfaction to demonstrate medical incapacity. In that event, you will only be charged the Set up Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

9. Termination for Relocation or Convenience

You may terminate the Contract with immediate effect at any time by providing us with written notice without cause or if you relocate to an area outside the boundaries of Sutherland Shire Council. However, in that event, unless we are in breach of our obligations under the Contract, you will be charged the Administration Fee, Membership Fees for the time you were a member, a Departure Fee referable to any amount of the Minimum Term remaining and any other fees payable for any further fitness services already supplied.

10. Sutherland Shire Leisure Centres Rules

You must ensure you read, understand and abide by the Rules which are notified to you through signage, hand-outs or our website.

11. Right of Exclusion

We can refuse entry to the Sutherland Shire Leisure Centres, cancel your membership and/or terminate the Contract without warning or notice for inappropriate threatening or harassing behaviour, damaging equipment or facilities or use of illegal or performance enhancing drugs in the Sutherland Shire Leisure Centres.

12. Payment of Fees

Direct Debit Service Provider: You acknowledge that, if you choose the recurring payment option, payment will be made in advance via the direct debit service provided by Linkspay (“Direct Debit Service Provider”). You acknowledge that you have been provided with a copy of the Direct Debit Service Provider terms and conditions. You acknowledge that the Direct Debit Service Provider may amend those terms and conditions from time to time. Payment: All Membership Fees may be recovered from your nominated credit/debit account (as provided from time to time). Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged directly to you by us or the Direct Debit Service Provider. If a Membership Fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we or the Direct Debit Service Provider may continue to debit the nominated credit/debit account for the total amount due without notice to you. In the event that you repeatedly default on your direct debit payments we reserve the right to cancel your direct debit arrangement and will cease to offer to you this method of payment. Direct Debit Service Provider Fees - In addition to membership fees you will be charged for failed debits.

13. New Application Fee

The New Application Fee is a fee used for all set up costs of a new or a renewing membership. The Set Up Fee is not refundable, even if you choose to cancel your Membership Application during your Cooling Off Period.

14. Membership Increase

If you have an ongoing contract then, subject to your rights in clause 6, we reserve the right to increase the membership fees to be charged for any payments which are scheduled to be debited after July 1 each year. As per Sutherland Shire Council policy all proposed fees and charges will be advertised for public viewing at the administration building, 4 Eton Street, Sutherland, NSW for a period of 1 month prior to being adopted by council. Following adoption of any fee increase, you authorise us to increase any debits to your credit card or bank account which you have authorised upon joining. We will not use this right to vary the terms of any offer which applies to you.

15. Suspension

Customers can request a suspension of their current membership. If a valid Medical Certificate is submitted an extension can be unlimited, otherwise the following limits are applicable:

- 12 mth membership min 1 week - max 8 weeks
 - Recurring Payment membership min 1 week - max 8 weeks
- Additional suspension is available, however, fees apply. Please refer to Sutherland Shire Leisure Centres Price List or our website for details.

16. Damages/Personal Injury

Warning: Whilst in the Sutherland Shire Leisure Centres you may suffer injuries including broken bones, soft tissue injuries and joint injuries. Any injuries suffered by you may occur as a result of weights striking you, collision with equipment or other members or as a result of you slipping on wet flooring.

Limitation of Liability, Release and Indemnity: In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby:

- agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities in the Sutherland Shire Leisure Centres or using our facilities, services or products;
- agree that you will indemnify us to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement in fitness activities in the Sutherland Shire Leisure Centres or from using our facilities, services or products.

17. Direct Debit Service Provider

You acknowledge that the Direct Debit Service Provider is not a party to the Contract and its only role is to provide direct debit services to us. You may have separate rights against the Direct Debit Service Provider pursuant to the Direct Debit Service Provider terms and conditions. You otherwise agree not to hold the Direct Debit Service Provider liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising from or in connection with your involvement in fitness activities in the Sutherland Shire Leisure Centres or otherwise in connection with the Contract.

18. Risk Management

To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use.

19. Responsibility for Damage

You are solely responsible for any damage which you may cause to the Sutherland Shire Leisure Centres, its facilities, services, products or equipment, if such damage is caused by your wilful act and/or negligence.

20. Disclosure of your Physical Condition

Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to us all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s. You further warrant and represent that you will not use the Sutherland Shire Leisure Centres or any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

21. Change of Details

You must keep us promptly informed of any change of address, phone contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership with us.

22. Contractors

Contractors and franchisees may provide services at the Sutherland Shire Leisure Centres. Fees for such services are paid directly to the contractors and franchisees. We take no responsibility for the fees paid to these contractors and franchisees. You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for any claims suffered by you as a result of an act or omission by a contractor or franchisee in the Sutherland Shire Leisure Centres.

23. Assignment

You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.

24. Intellectual Property

These Terms and Conditions do not give you any intellectual property rights in the Sutherland Shire Leisure Centres, or in our facilities, services or products.

25. Privacy Statement and Acknowledgement

During the process of entering into the Contract with you and during the term of the Contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use and the Direct Debit Service Provider will only use, disclose or deal with such information in accordance with our Privacy Statement. A full copy of our Privacy Statement is shown on our website.

26. Governing Law

These Terms and Conditions are governed by, and you agree to submit to, the laws applicable in the state or territory of Australia in which the Contract was formed.

27. Variation

We may, subject to your rights in clause 6, alter these Terms and Conditions or the Rules at any time upon thirty (30) days written notice. All use of our Sutherland Shire Leisure Centres and its facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use our Sutherland Shire Leisure Centres and its facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.

28. Your Obligations

You acknowledge that the Consumer Credit Code does not apply to these Terms and Conditions. If, at any time:

- you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
- you are unable to pay your Membership Fees, including any instalment of Membership Fees, as they fall due for payment;
- a cheque received from you is dishonoured;
- you are or become bankrupt; or
- your Membership Fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under the Contract, you agree that:
- you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
- we have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;
- we may terminate the Contract with immediate effect by providing you with written notice;
- we may request payment in advance for the remainder of the term of your membership; and
- we have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.

29. Severability

If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

Caringbah Leisure Centre	Jacaranda Road, Caringbah, NSW, 2229	Ph: 9525 6777	Fax: 9540 2005
Engadine Leisure Centre	Anzac Avenue, Engadine, NSW, 2233	Ph: 9548 4200	Fax: 9548 4234
Sutherland Leisure Centre	Rawson Ave, Sutherland, NSW, 2232	Ph: 8536 9777	Fax: 8536 9733
Como Swimming Complex	2 Cremona Rd, Como, NSW, 2226	Ph: 9528 9039	Fax: 8536 9733