

MSAC Squad Training Membership Terms & Conditions

Your membership is conditional on you ticking the box confirming that you have read and agree to this statement

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE TICKING THE BOX CONFIRMING THAT YOU AGREE TO IT. BY SUBMITTING YOUR MEMBERSHIP APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.

The following terms and conditions must be read carefully:

Membership

1. Upon submitting this membership application you will become a member of the **MSAC Squad Program**, which is owned and operated by the State Sport Centres Trust (**SSCT**). These terms and conditions (**Terms**) and any other terms and conditions of entry to MSAC comprise a contract between you and SSCT which is necessary and reasonable for offering access to MSAC's facilities and services. You acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by SSCT with respect to the conduct and management of MSAC as amended from time to time. You agree to follow any rules and/or directions set by SSCT in connection with MSAC and you understand that if you fail to comply with any such rules or directions you will not be permitted to access MSAC's facilities and services and no refund will be given.

Membership Minimum Term

2. There is no minimum term for MSAC Squad Program participants. You may terminate your MSAC membership at any time by you giving 30 days' notice to MSAC in accordance with clause 3.

Membership Cancellation

3. Your membership may be terminated on 30 days' notice to MSAC. To cancel your membership you are required to provide a cancellation request which must be submitted either by:

- using the 'cancellation request form' available at MSAC,
- lodging a cancellation request via the MSAC website through the 'contact us' section; or
- sending or personally delivering a written cancellation request such as a letter or email (please note it is the responsibility of the member to follow up a written request to ensure the request has been received).

The cancellation will take effect 30 days after lodging your request under the options set out at clause 3(a) and (b) and 30 days from MSAC receiving the request if lodged in accordance with option set out at clause 3(c). This means that any billing cycle within that 30 day period will incur a direct debit in accordance with your regular monthly payments.

Price Increases and Changes to Membership

4. SSCT will make reasonable efforts to give all members at least 30 days' notice of any changes to the price or structure of their membership. These efforts will generally include notifying members in writing (based on their contact details in MSAC's membership database, as well as email, web, & facility notices). Where SSCT has made a reasonable effort to let you know about a fee increase, you authorise SSCT to increase any debits from your nominated account or credit card in line with this increase. By completing and signing the Direct Debit Agreement form you agree to **all** terms and conditions, including any fee increases.

Change of Rules/Terms & Conditions

5. SSCT reserves the right to change, modify or update these Terms, any other rules and/ or terms and conditions relating to your membership or use of the MSAC facility. Any such changes will be made with reasonable notice and displayed prominently in and around the MSAC Fitness Centre and on the MSAC website (www.melbournesportshub.com.au/msac).

Medical Suspension

6. SSCT offers suspension of memberships in accordance with this paragraph. Suspension of memberships is only offered in cases relating to injury or medical conditions subject to approval on the receipt of relevant documentation from a registered medical practitioner. Members will not have access to any of MSAC's facilities or services during the suspension period. Suspensions are offered up to a maximum of 30 days at time. Extension of any suspension will need to be applied for in writing to the Health and Wellness Manager. Suspensions are only offered for health and medical reasons and are not offered due to travel or other personal reasons. Direct debit payments will resume immediately following the allocated suspension period.

Direct Debit Payments

7. Membership payments can be made by Direct Debit only. Direct Debit can be made from bank account or credit card and will occur monthly - scheduled for the first Friday of each month. The first membership period is to be paid in advance at the time of submitting your membership application, this initial payment is pro rata based on the date of the next direct debit payment, following this payment will then proceed monthly in advance on the regular schedule. If a scheduled payment day falls on a public holiday in Victoria, SSCT will debit your account on the next business day after that public holiday. Depending on your bank, payments may take up to 5 business days to be processed. You agree to pay the instalment amount at the agreed payment frequency until your membership is formally suspended or cancelled.



8. To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail.

You are responsible for:

- (a) Making sure that your nominated account is set up to accept our direct debit. If you are uncertain about this please check with the financial institution where your account is held;
- (b) Making sure there is enough money in your nominated account on the direct debit due date and up to 5 business days following. Note there may be a delay in processing the direct debit if there is a public holiday on the day of the debit;
- (c) Inform SSCT if your nominated bank or credit card details change. You need to give SSCT seven (7) days notice before the direct debit due date for cancelling your membership and related direct debit.
- (d) If you consider that a direct debit repayment has been initiated incorrectly, or if you do not understand any aspect of the direct debit procedure, you should contact SSCT/
- (e) If your bank or credit card provider does not allow a payment such as where your account does not have enough money in it or you are over your credit limit, SSCT will require you to make that payment at MSAC Reception by cash, Eftpos or credit card. Any fees for a Direct Debit payment that is dishonoured or unable to be processed will be passed onto you.
- (f) SSCT will keep all information relating to your financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or in connection with claims made on SSCT relating to an alleged incorrect debit.

Risk Warning and Waiver

9. Your participation in the recreational activities supplied by SSCT may involve risks which can result in personal injury, death or property damage. Prior to undertaking any such recreational activity you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may have. By submitting this membership application, you acknowledge, agree, and understand that participation in the recreational services provided by SSCT may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

Waiver

10. A supplier of recreational services or recreational activities may ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).
11. If you submit this membership application, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as follows:

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:

By submitting this membership application, you agree that the liability of SSCT in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- i. death;
- ii. Physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- iii. The contraction; aggravation or acceleration of a disease;
- iv. The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

- a. That is or may be harmful or disadvantageous to you or the community;
 - b. That may result in harm or disadvantage to you or the community, 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 or recreational activities;
- Is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services to which the Australian Consumer Law (Victoria) applies.

Warning under the Australian Consumer Law and Fair Trading Act 2012:

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form, SSCT, are required to ensure that the recreational services supplied to you:

- i. Are rendered with due care and skill; and
- ii. Are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- iii. Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you submit this membership application, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these terms and conditions.

Note: The change to your rights, as set out in these terms and conditions, does not apply if your death or injury is due to gross negligence on the suppliers 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria):

By Submitting this membership application, you agree that the liability of SSCT for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

Release & Indemnity

12. In consideration of SSCT accepting your membership application you, to the extent permitted by law:
- (a) release and forever discharge SSCT from all Claims that you may have or may have had but for this release arising from or in connection with your membership of MSAC; and
 - (b) release and indemnify SSCT against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by SSCT or in any other manner whatsoever; and
 - (c) indemnify and will keep indemnified and hold SSCT to the extent permitted by law in respect of any Claim by any person:



- i. arising as a result of or in connection with your membership of MSAC; and
- ii. against SSCT in respect of any injury, loss or damage arising out of or in connection with your failure to comply with SSCT's rules and/or directions, save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of SSCT.

Insurance

13. You acknowledge and agree that SSCT has arranged some limited insurance coverage (public liability). However, you acknowledge and agree that the insurance taken out by SSCT may not provide full indemnity for loss, damage or injury that you may suffer during your use of MSAC's facilities or services and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your own responsibility and you will arrange any additional coverage at your expense after taking into account SSCT's insurances arrangements and your own circumstances.

Disclosure of Medical Conditions

14. You warrant that prior to utilising MSAC's facilities and services you:
 - (a) are and must continue to be medically and physically fit and able to utilise MSAC's facilities and services;
 - (b) are not a danger to yourself or to the health and safety of others; and
 - (c) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to utilise.

MSAC's facilities and services.

15. You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that the SSCT relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during use of MSAC's facilities and services to MSAC before you leave MSAC.

Exclusion of Applicant

16. You warrant that you have not at any time been excluded from participating in recreational activities by a medical practitioner or any person or entity including SSCT. You acknowledge and agree that MSAC and/or SSCT may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your use of MSAC's facilities or services.

Safety

17. You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your use of MSAC's facilities or services, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by MSAC and/or SSCT in connection with use of MSAC's facilities or services. If you fail to comply with MSAC and/or SSCT's rules and/or directions, you will not be permitted

to use or to continue to use MSAC's facilities or services and no refund will be given. If you suffer any injury or illness, you agree that SSCT may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Terms constitutes your consent to such evacuation, first aid and/or medical treatment.

Governing Law

18. The governing law of this agreement is the law of the state of Victoria (**'Jurisdiction'**). You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the Jurisdiction and waive any right to object to the exercise of such Jurisdiction.

Use of Image

19. You acknowledge and consent to photographs and electronic images being taken of you during your use of MSAC's facilities or services. You acknowledge and agree that such photographs and electronic images are owned by SSCT and SSCT may use the photographs for promotional or other purposes without your further consent being necessary and without acknowledgement of you and without you being entitled to any remuneration or compensation now or in the future.

Privacy

20. You understand that the personal information you have provided in this membership application is necessary for the provision of MSAC's facilities and services, and that it is collected in accordance with SSCT's Privacy Policy (available from www.melbournesportshub.com.au). You acknowledge that SSCT may use or disclose your personal information for the purposes of providing you with member information, services or promotional material or otherwise in accordance with SSCT's Privacy Policy. SSCT may share your information with third parties such as affiliates and other organisations involved in related activities in Australia; companies engaged by SSCT to carry out functions and activities on SSCT's behalf including direct marketing; SSCT's professional advisers, including accountants, auditors, lawyers and insurers; however your information is not generally disclosed to anyone outside Australia. You understand that the SSCT Privacy Policy contains information about how you may access and request correction of your personal information held by SSCT or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by SSCT. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from SSCT's sponsors and third parties you must advise SSCT in writing or via the opt-out procedures provided in the relevant communication. It is your responsibility to read and understand the Privacy Policy of SSCT. You understand that if you have any concern or complaint about the way SSCT handles your personal information, you must contact SSCT.

Entire agreement

This agreement (and the documents to which it refers) constitutes the entire agreement between the parties in respect to your MSAC membership application and supersedes all other agreements, understandings and representations and negotiations with SSCT in relation to MSAC's services and facilities. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the Terms.

Statement of Understanding

22. You have read, or have had read to you, the above conditions and having understood the same, you consent to the activities proposed.

General conditions of entry

23. Access to the Fitness Centre, Wellness Zone and all Group Fitness classes is limited to adults aged 16 and over only. All users must hold a valid membership card with them at all times when using MSAC's facilities. Membership cards are strictly not transferable. Replacement cards can be printed at the Membership Services Desk at a cost of \$15. All members agree to comply with and be bound by MSAC's Conditions of Entry, which are displayed as you enter the centre.

Fitness Centre change rooms & lockers

24. Access to the Fitness Centre change rooms and membership card swipe lockers are available to Members only. Personal items may not be taken into the gym or group fitness studios.

Lost property

25. While efforts are made to ensure the safety of users personal belongings, SSCT takes no responsibility for your personal belongings. You agree that at all times You are responsible for your equipment and personal belongings.

Parking Access

26. Parking access is available to all members, with one permit available per member via licence plate recognition or member access cards. There is one vehicle permitted per member and parking is accessible for up to 6 hours per day. No responsibility will be accepted by SSCT for fines or other sanctions incurred by a member, resulting from use of an expired permit or otherwise. It is the members responsibility to keep their vehicle registration details up to date with MSAC Staff.

Parental Supervision

27. It is a condition of entry to MSAC that all children must be accompanied by a parent or guardian whilst at MSAC. Participants under the age of 18 will not be accepted into lessons if their parent or guardian is absent. Participants under the age of 18 must be dropped off (to an MSAC Coach) and collected from (MSAC Coach) by a parent or guardian over the age of sixteen at the start and conclusion of every lesson. Children under the age of five who swim before and/or after their lessons must be accompanied in the water and within arms reach of a person over the age of sixteen. Children under the age of sixteen must be actively supervised by parents at all times within the centre and while in the water MSAC is a Water Around the Water accredited facility, please help support this policy and please see our website for more information about water safety and our policies <http://www.melbournesportsub.com.au/msac/water-safety/>

Car parking access

28. Car parking access is subject to availability and does not guarantee that a car parking space member at any given time. During major events it is likely that members' access to car parks will be even more limited or potential unavailability of access.

Facility access

29. Facility access is subject to change and SSCT's absolute discretion without notice. During major events, members may have limited access to facilities includes pools, classes and other products and services. SSCT does not offer compensation to members in such instances

Code of Behaviour

30. All participants and parents are required to follow the Code of Behaviour policy at all times. Failure to follow the Code of Behaviour may result in removal from the MSAC Squad Program. The Code of Behaviour is available from the MSAC Swim School at any time or on the Website www.msac.com.au

Sickness and Communicable Diseases

31. Please respect our precautionary health rules and refrain from lessons if your child is suffering from any of the following; any contagious disease; eg: conjunctivitis, rubella, flu, gastro, fever, common cold, runny infected noses, sore throats, cold sores, ringworm, head lice and urinary tract infections. Where there is any risk however small to other users.

PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2012 or similar State Law operates so as to prevent the exclusion, restriction or modification or warranties otherwise implied by those laws then the liability of SSCT for breach of warranties is limited to the payment of the cost of supplying MSAC's services and facilities again.

This agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with IntegraPay 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 authorise IntegraPay Pty Ltd (ABN 63135196397) 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 IntegraPay is acting as a Direct Debit agent for the Business and that IntegraPay does not provide any goods or services and has no express 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 IntegraPay and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. IntegraPay 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).



**MELBOURNE
SPORTS
CENTRES**

**MELBOURNE
SPORTS & AQUATIC
CENTRE**

**MELBOURNE
SPORTS CENTRES
LAKESIDE**

**MELBOURNE
SPORTS CENTRES
PARKVILLE**

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 IntegraPay 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 IntegraPay on a day that is not a Banking Business Day
- 3) 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 IntegraPay to vary the amount of the payments upon instructions from the Business.

I/We do not require IntegraPay 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 74 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 Integra Pay.

I/We authorise IntegraPay 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.

- 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

Integra Pay Pty Ltd
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