



State Sports Centres 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 State Sports Centres (ABN 16 374 471 008) (MSC). These terms and conditions (Terms), including the terms and conditions of entry of each SSC venue, and the SSC Standards of Behaviour, as outlined in clause 17, comprise a contract between you and SSC which is necessary and reasonable for offering access to SSC's venues, 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 SSC with respect to the conduct and management of each of its venues as amended from time to time. You agree to follow any rules and/or directions set by SSC in connection with each of its venues and you understand that if you fail to comply with any such rules or directions, you will not be permitted to access SSC's venues, facilities and services and no refund will be given.

Eligibility

2. Subject to clause 3 and 4, membership of SSC is open to individuals 18 years of age or over as at the date you commence your membership. Memberships are not available for anyone under the age of 16 years.
3. Performance membership of SSC is open to individuals 16 or 17 years of age as at the date you commence your membership subject to the following conditions:
 - a) your membership will be administered under the name of your nominated parent/guardian until you turn 18 years of age;
 - b) prior to attending an SSC venue for the first time as a member, you and your parent/guardian must attend a gym induction session as prescribed by SSC from time to time (Induction); and
 - c) both you and your nominated parent/guardian 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.

4. Aquatics membership of SSC is open to individuals 10 years of age or over as at the date you commence your membership subject to the following conditions:
 - a) your membership will be administered under the name of your nominated parent/guardian until you turn 18 years of age;
 - b) until the age of 16, aquatics memberships will not include access to any of the following:
 - i. steam room, spa, sauna
 - ii. hydrotherapy and/or plunge pool
 - iii. aqua group fitness classes

Access

5. All users must always hold a valid membership card/wristband/fob with them when using a Venue's facilities.
6. Replacement membership card/wristband/fob can be printed at the MSAC Membership Services Desk at a cost of \$10.
7. Membership card/wristband/fobs are strictly not transferable.
8. Membership card/wristband/fobs are not to be given or lent out to anyone for use.
9. All members are required to have their photo taken and uploaded to their profile. This image will be used and stored in accordance with SSC's privacy policy.

COVID-19

10. Your membership of SSC and use of the SSC venues is subject to the 'Public health and safety measures' section of the terms and conditions of entry of each SSC venue.
11. You must at all times comply with:
 - a) applicable Victorian Government legislation, regulations, public health safety and wellbeing directions and orders;
 - b) all instructions, requirements and directions:
 - i. displayed by SSC on signage throughout and at entry points to any SSC venue; and
 - ii. notified to you by SSC from time to time,which are expressly incorporated into these Terms, and which may relate to matters such as, but not limited to, booking

processes for classes/sessions/events, cancellation fees for missed bookings, cancellation, and alteration of classes/sessions/events; and

- c) the requirements of SSC's COVID Safe Plan, as adopted and amended from time to time, relating to COVID-19 and associated matters.

12. You acknowledge and agree that:

- a) COVID-19 is extremely contagious and that despite the measures of SSC to help mitigate the risk of transmission, the elimination of risk of exposure and infection to COVID-19 is not currently possible, and it is your sole responsibility to utilise your best efforts to avoid any act or omission that may jeopardise your own safety or the safety of others.
- b) (i) you may be exposed to COVID-19 at an MSC venue that may lead to contraction of COVID-19 or related illnesses (Illnesses); (ii) exposure to such illnesses may result in severe and permanent damage to your health; (iii) you are attending the relevant SSC venue(s) voluntarily and at your own risk; (iv) you have knowingly evaluated any and all risks associated with attending the relevant SSC venue(s); and (v) you voluntarily and freely accept and assume the risks and dangers you may encounter or be exposed to and understand that the waivers, releases and indemnities in these Terms express apply to these risks and dangers; and
- c) in full knowledge and complete assumption of all of the risks, you hereby irrevocably agree that you will not sue or claim against SSC or its officers, employees and agents (Released Parties) for any injury, illness, damage, loss or harm to you or your property or your death or disability, whether in connection with COVID-19 or associated illnesses, or otherwise, resulting or arising out of or in any way related to preparation for, travel to, and/or attendance at an SSC venue or use of your SSC membership in anyway.

Bookings

13. Unless otherwise notified by SSC:

- a) All bookings for classes/sessions/events must be completed online using the prescribed process.
- b) Bookings may only be made up to seven days in advance.
- c) If you are unable to attend a booked class/session/event, it is your responsibility to 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, it is your responsibility to mark yourself as present by scanning your wristband at the scanners on the door. If you forget your wristband, it is your responsibility to visit the reception desk and have one of our customer experience members mark you as present, no later than 15 minutes post class. Failure to do so will result in your booking being marked as 'unattended'.
- e) When attending aquatic group fitness classes, it is your responsibility to visit the reception desk and have one of our customer experience members mark you as present for each class you are planning on attending before the class commences. 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 \$10.00 no show/late cancellation charge to your account. 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 MSC reserves the right to cancel, postpone or alter classes/sessions/events.

Membership Minimum Term

14. There is no minimum term for SSC memberships. You may terminate your SSC membership at any time by you giving 28 days' notice to SSC in accordance with clause 7.

Accessibility for time restricted memberships

15. 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.

Off Peak membership access:

Monday to Friday: 8.00am to 4.00pm

Weekends: 12.00pm to 8.00pm

WYSER membership access:

Monday to Friday: 10.00am to 4.00pm

Weekends: 8.00am to 8.00pm

Membership Cancellation

16. Your membership may be terminated on 28 days' notice to SSC. To cancel your membership, you must not have any debt on your account. If there is a debt you will be required to clear such debt before the cancellation request can be actioned.

To cancel your membership, you are required to submit a membership cancellation request form via the State Sports Centres website using the following domain:

<https://melbournesportscentres.com.au/gym-wellness/membership-cancellation/>

The cancellation will take effect 28 days after the date SSC receives the request. The 28-day notice period cannot commence whilst 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.

Price Increases and Changes to Membership

17. SSC 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 SSC's membership database, as well as email, web, & facility notices). Where SSC has made a reasonable effort to let you know about a fee increase, you authorise SSC 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.

Standards of Behaviour

18. You agree that for the duration of your SSC membership you must:
 - a) not undertake any prohibited behaviour (as that term is defined in the MSAC conditions of ticketing and entry) while in, at or around MSAC or any other SSC venue (Venue);
 - b) at all times comply with the SSC Code of Conduct (which is available at www.melbournesportscentres.com.au) in relation to any dealings you have with SSC or its staff, contractors and representatives (SSC Representatives), MSAC or a

Venue, other SSC members, or in relation to these Terms or your SSC membership in general.

- c) Treat all SSC Representatives and SSC members with respect and courtesy at all times.
 - d) Not act in a manner unbecoming of an SSC member or prejudicial to the reputation of SSC, MSAC or a Venue;
 - e) Not do anything to negatively impact or affect the image, goodwill, name or reputation of SSC, MSAC or a Venue; and
 - f) Not abuse, threaten, harass, discriminate against, assault, fraudulently misrepresent or otherwise materially detrimentally impact or effect any SSC Representative.
19. You agree you will submit to any measures taken against you under these Terms for a breach of the standards of behaviour outlined in clause 11.

Membership cancellation for breach

20. Where you breach one or more of these Terms, including but not limited to the standards of behaviour set out in clause 11, 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 for a period of up to three months, as otherwise determined by SSC in its discretion;
 - b) issue a written warning to you;
 - c) prohibit your entry to, or immediately expel you from, SSC or a Venue; and/or
 - d) take any other action permitted under any Venue's conditions of ticketing and entry.
21. If your membership is:
- a) terminated by SSC under clause 13(a)(i), you:
 - i. are liable to pay to SSC the outstanding amount of the current unbilled billing cycle, pro-rated to the period of the cycle for which you were a member; and
 - ii. are not liable to pay any additional fees other than specified in (i) above; or
 - b) suspended by SSC under clause 13(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.
22. You acknowledge and agree that in the event your SSC membership is terminated by SSC in accordance with clause 13, you release and indemnify SSC in relation to any costs, expenses, actions, suits, proceedings, claims, demands or damages arising directly or indirectly in relation to such termination.

Change of Rules/Terms & Conditions

23. SSC 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 any Venue. Any such changes will be made with reasonable notice and displayed prominently in and around the relevant Venue and on the SSC website (www.melbournesportscentres.com.au).

Membership Suspensions

24. SSC offers suspension of memberships in accordance with this paragraph. Memberships may be frozen, and payments suspended under the following conditions:

- a. All direct debit members are entitled to 2 x suspension periods in any 12-month period.
- b. The minimum suspension period is 1 day.
- c. The maximum suspension period is 14 days.
- d. All upfront members are entitled to the following suspension periods, based off their contract length

3-month membership

Members are entitled to 1 x suspension period with a minimum period of 1 day and a maximum of 7 days.

6-month membership

Members are entitled to 2 x suspension periods with a minimum period of 1 day and a maximum of 7 days.

12-month membership

Members are entitled to 2 x suspension period with a minimum period of 1 day and a maximum of 14 days.

- e. Suspensions are self-managed through the contract details tab in the client portal.
- f. Once a suspension has been applied, any amendments need to be requested via email to members@melbournesportscentres.com.au
- g. Members will not have access to any of their membership entitlements during any suspension period
- h. you must not have any debt on your account. If there is a debt you will be required to clear such debt before the suspension request can be actioned.
- i. Direct debit payments will resume immediately following the allocated suspension period.

Medical Suspensions

25. SSC offers medical suspensions of memberships in accordance with this paragraph. Memberships may be frozen and payments suspended under the following conditions:
- a. Medical suspension of memberships is only offered in cases relating to injury or medical conditions subject to approval on the receipt of relevant medical documentation.
 - b. The minimum medical suspension period is 14 days.
 - c. The maximum medical suspension period is 28 days. (Any Extensions of medical suspensions will need to be applied for in writing to the Memberships lead and are subject to approval).
 - d. Medical suspensions (inclusive of extensions) cannot exceed a total of 84 days in any 12-month period.
 - e. Medical suspension requests must be submitted to SSC by emailing members@melbournesportscentres.com.au.
 - f. you must not have any debt on your account. If there is a debt you will be required to clear such debt before the suspension request can be actioned.
 - g. Members will not have access to any SSC's Venues, facilities or services during the suspension period.
 - h. Direct debit payments will resume immediately following the allocated suspension period.

Direct Debit Payments

26. Membership payments can be made by direct debit only. Direct debit can be made from bank account or credit card and will occur fortnightly. 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 these payments will then proceed fortnightly in advance on the regular schedule. If a scheduled payment day falls on a public holiday in Victoria, SSC 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.
27. To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail. You are responsible for:
- 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;
 - 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: and
 - informing SSC if your nominated bank or credit card details change. You need to give MSC seven (7) days' notice before the direct debit due date for cancelling your membership and related direct debit.
- 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 SSC.
 - 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, SSC 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.
- Where a payment is rejected under (e) above:
- you will incur a \$6 rejection fee that will be charged to your account by MSC.
 - your SSC membership rights will be suspended until such time as the total membership debt plus any associated rejection fees are paid in full.
- Where payments are rejected for 4 or more consecutive pay cycles (8 weeks):
- your SSC membership will be cancelled, and your account will be blocked for all venue use until such time as the total membership debt plus any associated rejection fees are paid in full.
28. SSC 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 MSC relating to an alleged incorrect debit.

Risk warning and Waiver

29. Your participation in the recreational activities supplied by SSC 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 of 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 MSC may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

Waiver

30. 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 of activities).
31. 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 SSC 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:

- death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- 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:
 - that is or may be harmful or disadvantageous to you or the community;
 - 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 or guarantee under the Australian Consumer Law 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 SSC, are requested to ensure that the recreational services supplied to you:

- are rendered with due care and skill: and
- are reasonable fit for any purpose which you either expressly or by implication, make known to the supplier; and
- 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 supplier'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 (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 SSC 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

32. In consideration of SSC accepting your membership application you, to the extent permitted by law:
- a) release and forever discharge MSC from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with your membership of MSC, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever; and
 - b) release and indemnify SSC against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - i. the negligence or breach of contract by SSC or in any other manner whatsoever; or
 - ii. any breach by you of the warranties given in clauses 28 or 29,

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 SSC.

33. In consideration of SSC accepting your membership application you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless SSC in respect of any Claim by any person:
- a) arising as a result of or in connection with your membership or undertaking the recreational activities provided by MSC, whether caused by the negligence or breach of contract by SSC or in any other manner whatsoever;
 - b) against SSC in respect of any injury, loss or damage arising out of or in connection with your failure to comply with SSC's rules and/or directions, whether caused by the negligence or breach of contract by SSC or in any other manner whatsoever; and
 - c) arising out of or in connection with any breach by you of the warranties given in clauses 28 and 29,

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 SSC.

34. For the purposes of clauses 24 and 25, "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connect with your membership of SSC, but does not include a claim against SSC by any person expressly entitled to make a claim under an SSC insurance policy.

Insurance

35. You acknowledge and agree that SSC has arranged some limited insurance coverage (public liability). However, you acknowledge and agree that the insurance taken out by SSC may not provide full indemnity for loss, damage or injury that you may suffer during your use of a Venue's facilities or service 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 SSC's insurance arrangements and your own circumstances.-

Disclosure of Medical Conditions

36. You warrant that prior to utilising SSC's Venues, facilities and services you:
- a) are and must continue to be medically and physically fit and able to utilise the Venue'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 the Venue's facilities and services.

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 SSC 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 a Venue's facilities and services to SSC before you leave the Venue.

Exclusion of Applicant

37. 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 MSC. You acknowledge and agree that SSC and/or SSC Representatives may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your use of a Venue's facilities or services.

Safety

38. You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your use of a Venue'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 a Venue and/or SSC in connection with use of the Venue's facilities or services. If you fail to comply with the Venue and/or SSC's rules and/or directions, you will not be permitted to use

or to continue to use the Venue's facilities or services and no refund will be given. If you suffer any injury or illness, you agree that SSC 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

39. The governing law of these Terms is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

Use of Image

40. You acknowledge and consent to photographs and electronic images being taken of you in connection with your SSC membership, and during your use of a Venue's facilities or services. You acknowledge and agree that such photographs and electronic images are owned by SSC and SSC 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

41. You understand that the personal information you have provided in this membership application is necessary for the provision of SSC's facilities and services, and that it is collected in accordance with SSC's Privacy Policy (available from www.melbournesportscentres.com.au). You acknowledge that SSC 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 SSC's Privacy Policy. SSC may share your information with third parties such as affiliates and other organisations involved in related activities in Australia; companies engaged by MSC to carry out functions and activities on SSC's behalf including direct marketing; SSC's professional advisers, including accountants, auditors, lawyers and insurers; however, your information is not generally disclosed to anyone outside Australia. You understand that the SSC Privacy Policy contains information about how you may access, and request correction of your personal information held by MSC or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by SSC. 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 SSC's sponsors and third parties, you must advise SSC 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 SSC. You understand that if you have any concern or complaint about the way SSC handles your personal information, you must contact SSC.

Entire agreement

42. These Terms (and the documents to which they refer) constitute the entire agreement between the parties in respect to your SSC membership application and supersedes all other agreements, understandings and representations and negotiations with SSC in relation to SSC's services and facilities. To the extent that any clause of these Terms is void or unenforceable it is severable and does not affect the remaining provisions of the Terms.

Statement of Understanding

43. 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

44. All members agree to comply with and be bound by each Venue's conditions of ticketing and entry, which are displayed as you enter a Venue or at <https://melbournesportscentres.com.au/terms-conditions/>.

Lost Property

45. While efforts are made to ensure the safety of user's personal belongings, SSC takes no responsibility for your personal belongings. You agree that at all times You are responsible for your equipment and personal belongings.

Parking Access

46. Parking access is available to all members, with one permit available per member via licence plate recognition or membership access cards or wristbands. There is one vehicle permitted per member and parking is accessible for up to 3 hours per day. 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. It is the members responsibility to keep their vehicle registration details up to date with SSC staff.
47. 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 even more limited or potential unavailability of access.

Facility Access

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

PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 or similar State law operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of SSC for breach of warranties is limited to the payment of the cost of supplying SSC's services and facilities again.

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 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 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:

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 Australia 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 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.

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.

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