

# AJ's Sports Centre Terms and Conditions

AJ's Sports Centre Terms and Conditions - Version 1.1 - 25.8.2020

As a member, you can use our Centre providing you comply with these Terms and Conditions, including the Centre Code of Conduct.

## 1. Membership

### 1.1 The types of membership we offer.

Name	Type	Min Term Length	Start-up Fee	On Going	How to Cancel
Flexi	Direct Debit	30 Days	\$50	Yes	30 Days notice in writing
Lifestyle 6 Mth	Direct Debit	6 Mth	N/A	Yes	30 Days notice in writing
Lifestyle 12 Mth	Direct Debit	12 Mth	N/A	Yes	30 Days notice in writing
Lifestyle 18 Mth	Direct Debit	18 Mth	N/A	Yes	30 Days notice in writing
Upfront - 1 Mth, 3 Mth, 6 Mth, 12 Mth	Paid In Advance	N/A	N/A	No	Auto expires at end of paid period.
KIDfit (2yrs - 16 yrs who attend KIDfit Classes Only)	Direct Debit	30 Days	N/A	Yes	30 Days notice in writing

### 1.2. The type of discounts available

#### 1.2.1 You will receive a discounted membership if you are a:

- full-time student (ages 13 and above)
- seniors cardholder

(Note: discounts not available on KIDfit or Lifestyle 18mth membership options)

**1.2.2** If you are a full-time student, you must show us proof that you qualify for a concession before your membership anniversary each year. If you no longer satisfy our criteria, we can upgrade you to the standard Flexi membership. Before we change your contract, we will write to you about any changes to your fee (see 2.5) and give you 30 days notice. You may also move to one of our Lifestyle memberships or cancel your agreement in this time (see 3.1).

### 1.3 Minimum age requirements

#### 1.3.1 13-16yrs old on a full-time student discounted membership

For those that are under 16, a parent or guardian must sign your membership agreement and pre-exercise questionnaire.

What you can do:

- Must be supervised by a parent or Personal Trainer to use any gym area.
- Take part in group fitness classes.

- Take part in water-based classes.

What you can't do:

- Use any gym area unsupervised.
- Use any pool area unsupervised.
- Enter Steam room or Sauna's at any time.

### **1.3.2 16-17yrs old on a full-time student discounted membership**

If you are 16 or 17, a parent or guardian must co-sign your agreement and pre-exercise questionnaire.

You may then do unsupervised resistance training once a qualified staff member has:

- Assessed your pre-exercise questionnaire
- Written and supervised an initial resistance training program for you.

### **1.3.3 KIDfit membership 2-16yrs old**

The KIDfit membership is for the sole purpose of attending the designated age appropriate KIDfit class. You may only use the gym outside of these classes if you are over 13yrs and hold a full-time student discounted membership. This use is subject to the requirements of clause 1.3.1.

### **1.4 Paying a start-up fee. (Flexi membership only)**

**1.4.1** Due to the Flexi membership not having a minimum term, you need to pay a start-up fee when you join or renew. This fee is listed in your membership agreement. We cannot refund the fee, even if you cancel during your comfort guarantee period. You acknowledge that this is fair compensation for our costs in processing your termination.

**1.4.2** If you defer your start-up fee or any other fees, we will charge you a higher fortnightly amount until you have paid the deferred fees in full.

**1.4.3** Understanding our rights. If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, we have 5 days after the agreement is signed to correct it.

### **1.5 Using your comfort guarantee. (Cooling off period)**

You can cancel your agreement during your comfort guarantee period. You have 7 days from the date you sign your initial agreement to cancel your membership ('your comfort guarantee period'). Any cancellation must be governed in accordance with clause 3.1.

We will then cancel your agreement and refund your initial payment, less your start up fee. You acknowledge that this amount represents the cost that we incur in processing your cancellation. If you purchased a discounted 3 Personal Training pack when you joined you will be refunded any unused sessions.

### **1.6. Promising you are in good health**

On the day you sign your agreement and each time you use our Centre, you promise us that:

- You are in good physical condition.
- You know of no medical or other reason why you cannot or should not do active or passive exercise.

### **Seeking expert advice**

Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risking your health, safety or comfort. If you have any doubts, we strongly urge you to seek expert advice before starting an exercise program.

When you join the Centre, we will offer you personal training at a reduced rate if you have concerns in relation to your health.

## **2. Paying for your membership**

### **2.1 Direct debit**

You must pay fees for ongoing memberships in advance each fortnight, by direct debit from a bank account or credit card (Visa Card or Mastercard). If you choose to pay with a credit card (Visa Card or Mastercard) all direct debit transactions will occur an additional credit card surcharge fee of **1.6%** on top of your membership fees. You can pay your fortnightly fees as far in advance as you like, up to the legal time limits. However, you still need to give us your account details for when your advance payments end.

### **Paying upfront**

You can pay upfront for 1mth, 3mth, 6mth and 12mth memberships. These memberships start on the day you pay for the membership. These memberships will automatically expire on their end date. You may be contacted via sms or phone as a follow up to see if you would like to renew your membership.

### **Renewing your upfront membership**

When your membership is due to end, you can choose to renew it before or on that date. You will be charged at the current rate for the applicable length of membership. If you decide to take up a Direct Debit membership this time, as it is a new term length you will be eligible to any new member promotion that is on offer at that time. By renewing your membership, you agree to the membership terms that apply at that time.

### **2.2 How do direct debits work?**

Direct debits are processed by our bank every Wednesday, we will debit your weekly, fortnightly or monthly membership fees from your nominated account on the Wednesday, as set out in your membership agreement.

Please note that:

- Debit dates are preset for all members
- If one falls on a public holiday, we will debit your account on the next business day
- Debits might take up to 5 days to come out of your account.

### **Meeting your responsibilities**

You must make sure:

- Your bank account can accept direct debits (your financial institution can confirm this)
- There is enough money in your bank account on the payment day and the next 5 days
- You tell us if you are transferring or closing your bank account, at least 48 hours before your next direct debit
- You tell us about any changes to your credit card, such as its expiry date or number, at least 48 hours before your next direct debit.

Please tell us and your financial institution if you want to change or stop your direct debits.

### **Querying a payment**

If you query a payment, we will do our best to respond within 7 days. If you are not happy with our response, you may contact your financial institution. Your financial institution will handle your query in line with its own policy.

### **2.3 Late and failed payments**

If you do not fully pay your fees on the due date, we will suspend your Centre access until your payments are up to date.

We will also charge you a late payment fee for a failed payment. This fee is currently \$8-80 but may vary overtime as charges and costs increase. This will be debited from your account, and you authorise us to do this. You agree that this fee is a fair amount for the administration costs we incur in attending to your late or failed payment.

### **Paying your outstanding debts**

We will continue to debit your nominated account without notice, until we have received the total amount you owe us, or until it fails 3 direct debits in a row before being sent off to a debt collection agency. We will make a reasonable effort to let you know beforehand by:

- Automatic SMS once notified of rejected payment;
- phoning you or speaking to you at the Centre; and/or
- writing to the address you last gave us.

### **Debt Collection**

If a payment has rejected 3 times in a row and you have failed to make contact with us to arrange payment we may terminate your agreement and will send your outstanding amount to a 3rd party debt collection agency. At which stage you will be liable to any incurred fees from this process.

### **Please note:**

For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.

## **2.4 Changes to our Terms and Conditions**

We may sometimes add to, change or remove our Terms and Conditions. This includes changing the Centre's opening and closing hours, its services and facilities and membership fees. Sometimes, we may also need to close the centre or parts of it for short periods of time for refurbishment to improve the facilities. We do not reduce your membership fees because the Centre is closed for renovations or for a public holiday. You agree to be bound to the new terms from the date they are implemented.

The most up-to-date terms and conditions always apply. You can find copies at reception or on our website at [www.ajsportscentre.com.au](http://www.ajsportscentre.com.au)

### **Being notified about changes**

We will give you at least 30 days notice of any changes, for instance by:

- publishing them in our newsletter or on our website,
- placing a notice in the Centre,
- phoning you or writing to the address (post or email) you gave us in your membership details.

If we suspend a Centre's operations or services, temporarily or permanently, we may send you a written notice offering you a complimentary time hold.

### **Cancelling your membership** (See 3.1 below)

If we do not fulfil our obligations to you, you may be able to cancel your membership.

Unless the law states otherwise, you won't have any other claim against us if this happens.

## **2.5 Can we increase your fees?**

We reserve the right to increase your fees at any time after the minimum period of your agreement has ended.

We will make a reasonable effort to tell you about this at least 30 days beforehand by writing to the address you last

gave us (which may be an email address). We will consider that you have received our letter or email on the second business day after it is sent.

### **Authorising us to increase debits**

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

## **2.6. Suspending your membership agreement**

### **Using an "On Hold"**

You can place your membership On Hold for 1 or more weeks, up to a maximum of 4 weeks each calendar year. Placing your membership On Hold is free to all members. However if you are within your minimum term, any On Hold periods are not classified as part of your minimum term towards your contract.

If you have a medical reason or become bankrupt, we will not charge you for this extended On Hold to allow you time to recover.

Note: Under no circumstances can we backdate an On Hold request. You must request an On Hold when you need it.

## **2.7 How can you use your access card?**

### **Showing photo ID**

We will give you an access card when you join. We will also attach your photo to your account on our digital membership database. If you visit the Centre without a valid access card or photo identification, we may refuse you entry.

### **Your membership card**

The access card is our property. You cannot lend your card or allow anyone else to use it. If you lose or damage your card, we will replace one card every 12 months for free. We will charge you \$5 for any extra cards.

## **2.8 Telling us about your health risks**

If you believe any Centre activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse your membership agreement until:

- Your doctor agrees in writing that you are fit to exercise.
- You show us proof that you have received medical advice on an appropriate exercise program.

You must not use Centre facilities if:

- You have an infection, contagious illness or physical ailment, such as an open cut or sore
- There is any other risk, however small, to other members and guests.

## **2.9 How can you give us feedback?**

We welcome your feedback. Your feedback is important in helping us to provide a great service. If you have any comments or questions about our Centre, website or service or if you have a complaint, we will follow our complaints process.

Please contact us via one of the methods listed below.

### **In Centre**

Our Centre staff are always happy to help. Ask at the Centre reception or call us on 3273 2978. If you'd like to speak to the Centre Manager, let our reception team know. If no managers are immediately available, the reception team will ensure someone contacts you as soon as possible. Feedback forms are also available at the Centre reception, simply drop this

into the suggestion box at reception and leave the rest to us. Leave your details on the form and we will be in contact with you shortly after that.

#### **Via Email**

You can e-mail complaints directly to the Centre Manager on [centremanager@ajsportscentre.com.au](mailto:centremanager@ajsportscentre.com.au)

### **3. Cancelling your Membership**

**3.1** All request for cancellation of your membership needs to be done in writing. A copy of the cancellation form is available at reception. If you cannot make it in to the Centre, please call us to arrange a form to be emailed directly to you.

#### **3.2 Cancelling after the minimum term expires**

Once the minimum term of your membership expires, you or we may cancel your membership (see clause 3.1).

When you cancel, you must pay us any fees you owe or we may take action to recover them.

#### **Giving us notice**

You must give us 30 days' notice to cancel, unless you are cancelling for medical reasons (with supporting evidence). We count this period from the date of your request, this means your final debit may be a pro rata amount.

To ensure your direct debit does not continue past your minimum term, you must give us notice within this term.

You cannot put on hold your membership payments during the notice period.

#### **3.3 Can you cancel during the minimum term?**

You can cancel your membership without paying out your agreement if an On Hold is not suitable during the minimum term if:

- You are sick or incapacitated - you must show us a certificate from a qualified medical practitioner stating that you cannot exercise for the rest of your term.
- You are bankrupt - you must show us supporting documents.

We will not charge you an exit fee in these cases.

#### **Transferring your membership to another person**

You can transfer your membership to another person (transferee) within the minimum term of your agreement so long as the transferee:

- Is not a current member.
- Has not been a member in the last 3 months.
- Completes the new membership sign-up process and pays a transfer fee of \$50. This is the administrative cost of processing the request.
- Is eligible to take up your membership (for instance, you cannot transfer a Seniors or student membership to someone who would not qualify for that membership)
- Has not previously been banned by AJ's Sports Centre or failed to pay membership fees.

The transfer is effective only after the transferee has completed the sign-up process. We do not allow transfers once you have completed your minimum term.

#### **Cancelling for other reasons**

If you wish to cancel for any other reason and have more than 30 days left in your minimum term, you can pay out your agreement.



We calculate the amount you must pay by:

- multiplying your membership fee by the number of payments left in your minimum term,
- then deducting 5% from the total.

### **3.4 Can you cancel if we change the agreement?**

#### **Cancelling if changes to our terms & conditions adversely affect you**

You can cancel your membership at any time if we change or add to these terms and conditions or the Centre Code of Conduct and these changes adversely affect you.

You can also cancel your membership if we breach our obligations and we do not fix the breach in a reasonable time after you have told us about it in writing. We will refund you any membership fees you pay between the date of notification and the date on which we decide that we cannot fix the breach.

In either case, you need to give your Centre 30 days' notice (see clause 3.1). We will not charge an exit fee.

### **4. Code of Conduct - Rules of entry for AJ's Sports Centre**

For the full copy of our Code of Conduct please see reception for a copy or visit our website [www.w.ajsportscentre.com.au](http://www.w.ajsportscentre.com.au)

#### **4.1 A summary of our Code of Conduct is below.**

##### **Respecting our equipment**

You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it.

Note that you will be responsible for any damage that you or your guests cause through a wilful act or negligence.

As a courtesy to other members, please:

- Use a clean towel when you use equipment, including exercise mats.
- Keep to the set time limits.
- Keep phone calls to an absolute minimum.
- Put equipment away after use.

Note: also that you must not use a camera in our Centres without written permission

##### **Taking care in wet areas**

Our Centre has many wet areas, such as bathrooms, swimming pools and surrounds, sauna and steam room. Please note that these areas are unsupervised and you use them at your own risk.

You must follow all signs and never run, dive or jump. Please also supervise children closely.

##### **Keeping your belongings safe**

We provide lockers you can use while exercising but these are not security lockers. Please keep these locked; we provide locks at reception for your use. Please do not bring valuables into the Centre.

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the Centre, even if someone breaks into your locker.

If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

##### **Wearing suitable clothes**

All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet

areas. We do not allow clothes with offensive images or inappropriate advertising.

### **Respecting others**

Be respectful and do not behave inappropriately towards other members, guests, our staff and outside providers. Examples of inappropriate behaviour include:

- Verbal or physical intimidation.
- Harassment.
- Discrimination on the basis of race, sex, age or any disability another person may have.

### **Parking**

You park in the Centre's car park or on Centre premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

### **4.2 Bringing a guest into the Centre**

Non-members are welcomed at the Centre and can purchase a day pass or casual visit. These fees are posted at reception or available on our website. All casual passes include full access to the Centre including pool, sauna, steam rooms and free child minding. The one fee is all day inclusive and enables the visitor to enter the centre as many times as they wish as long as they can present the original recipient of purchase with that day's date printed on it. All Guest and casual visitors must sign in and agree to our Terms and Conditions and Code of Conduct.

### **4.3 Breaking the Code of Conduct**

#### **4.3.1 Being refused entry or receiving a warning**

We can refuse entry to anyone, including members, if they act unreasonably or break the code. We may also warn you that you risk having your membership cancelled. If you continue to behave in the same way, we may cancel your membership immediately. We can ask you to leave the premises for any reason.

#### **4.3.2 Facing instant cancellation**

We can cancel your membership without warning if you behave in a way that is risky or seriously inappropriate, such as:

- Threatening or harassing others.
- Damaging equipment.
- Using illegal or performance-enhancing drugs.
- Instructing other members when we have not authorised you to do so.

## **5 Meeting your responsibilities**

**5.1** Your responsibilities, including payment of membership fees, do not depend on how often you use the Centre.

You must tell us about anything that affects your membership, and any changes to your contact and bank details.

You promise to:

- Make sure that you know how to exercise safely, by asking if necessary.
- Use your best endeavours to exercise safely.
- Not take valuables into the Centre, even if you plan to put them in a locker.

### **Allowing us to use your image**

We sometimes film or photograph the Centre so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.



## **5.2 What happens if you have issues with outside providers?**

### **5.2.1 Paying outside providers, including personal trainers**

Contractors and tenants provide some services in our Centre, such as personal training, physiotherapy and massage. You will need to pay service fees directly to them and we are not responsible for those fees or for any associated costs or refunds.

### **5.2.2 Claiming against these providers**

Any service they provide is a contract between them and you and we cannot accept any responsibility for a breach of contract or negligence.

If you make a claim because of something a contractor, tenant or franchisee has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from any claim resulting from an act or omission by a contractor, tenant or franchisee.

### **5.2.3 Asking for our help**

Wherever we can, we will help you to resolve issues with providers. We will also make sure that personal trainers in our Centres have up-to-date qualifications and insurance. We only allow accredited personal trainers to work in our Centres.

## **5.3 Child Minding**

- You should provide anything your child may need such as bottles, nappies, drink bottle and snacks. Nappy change facilities are available. Supervised morning tea is from 9.30am onwards. Please no lollies, chips, popcorn, yoghurt or nut products.
- Please name all bags, lunch boxes and drink bottles so we can be sure that each child is given the correct morning tea.
- At the discretion of staff, the parent may be asked to return to childminding to feed or change nappies.
- A microwave is available for heating food and bottles.
- As we have children of varying ages in childminding, we ask that children do not bring their own toys as what may be suitable for your child may not be suitable for a younger child. Soft comfort toys are acceptable.
- We do not take any responsibility for the loss or damage of items brought in from home such as iPads or toys.
- Parents must collect all children within the allocated childminding hours.
- Children are to be signed in and out by the same person.
- This person must remain at AJ's whilst the child is in childminding.
- Please ensure staff are aware of any special diet, allergies, toilet training, special needs or behaviour and medical conditions that may require attention.
- Staff are not authorised to give medication.
- Children with infectious illnesses such as cold and flu, scabies, chicken pox, head lice, school sores or cold sores, foot and mouth and conjunctivitis will not be allowed into childminding.
- If at any time your child is distressed, or they have disorderly conduct your assistance will be sought.

## **5.4 Meeting state laws**

Your agreement is subject to Australian law and is governed by the state laws of Queensland.

If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

Restricting your rights to sue under the Competition and Consumer Act 2010, we guarantee that our recreational services are:

- provided with due care and skill,
- fit for any purpose you have told us you are using the services for or for a result which you have told us you wish to achieve,
- supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue us are excluded, restricted or modified as set out in these terms and conditions. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

### **5.5 Paying GST**

All agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

### **5.6. What definitions apply?**

*AJ's, We, Us, Our*

- AJ's Sports Centre

*You, Your*

- A member of AJ's Sports Centre

*Minimum Term*

- The term specified in the Membership application and agreement form

*Code of Conduct*

- Code for operating equipment, opening hours and behaviour in the Centre, specified in these terms and conditions, and in Centre signs and handouts displaying the Code of Conduct