

KSC

**KINGBOROUGH
SPORTS CENTRE**

***YOUR
TERMS AND
CONDITIONS***

Welcome to the Kingborough Sports Centre.

The Kingborough Sports Centre ABN 44 094 485 626 is a Local Government Entity owned by Kingborough Council.

Before signing your Membership Agreement, please take the time to read the following terms and conditions of your membership. We advise you to only sign the membership agreement if you understand and agree with these conditions. The information outlined in these terms and conditions can / will be used in the event of a problem.

By signing the Membership Agreement, you are agreeing to the terms and conditions contained within this policy.

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FACTS TO KNOW WHEN COMMENCING MEMBERSHIP

As a member, you can use the Kingborough Sports Centre in line with these terms and conditions, as amended from time to time, including the Kingborough Sports Centre Code of Conduct.

1.1 What types of membership do we have?

GYM + GROUP– Entitles full use of all electronic fitness machines, free weights, gym and group fitness classes.

GYM – Entitles use of electronic fitness machines, free weights, gym and pin loaded equipment.

For all membership costs please see Kingborough Council website under KSC Fitness Membership.

1.2 Using a concession discount

You will receive a 10% discounted membership at the centre with upfront six or twelve-month memberships if you are a:

- full-time student,
- concession cardholder,
- senior's cardholder.

If you are a 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 will upgrade you to the standard membership. Before we change your contract, we will write to you about any changes to your fees (see 2.5) and give you 28 days' notice. You may cancel your agreement in this time (see 3.1).

1.3 How old do you have to be?

Meeting our minimum age

You must be at least 12 years old to become a member.

Not all membership tiers are available to minors.

Joining aged 12

The Kingborough Sports Centre provides facility access during staffed and un-staffed hours, by agreeing to join as a member you agree to abide by all the rules, terms and conditions as outlined in this form.

Membership is permitted only with the consent and signature of the minor's parent/legal guardian.

The parent/legal guardian assumes legal responsibility for performance of the minor's obligations under this Agreement

You will also be given an introduction to safe use of the gym equipment. You can then:

- use cardiovascular equipment.
- take part in group fitness classes that do not use weights.

You may not do unsupervised resistance training or take part in group classes that use weights, unless you are participating in a class with your guardian or parent.

Access is permitted only during staffed hours, the hours specified below or the minor member must be accompanied by their parent, legal guardian, suitably qualified personal trainer or other approved exercise professional.

- Monday to Friday 6:00AM to 5:00PM
- Saturday, Sunday and Public Holidays 8:00AM to 12:00PM

Joining aged 15–17

The Kingborough Sports Centre provides facility access during staffed and un-staffed hours, by agreeing to join as a member you agree to abide by all the rules, terms and conditions as outlined on this form.

Membership is permitted only with the consent and signature of the minor's parent/legal guardian.

The parent/legal guardian assumes legal responsibility for performance of the minor's obligations under this Agreement

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.

Access is permitted only during staffed hours, the hours specified below or the minor member must be accompanied by their parent, legal guardian, suitably qualified personal trainer or other approved exercise professional.

- Monday to Friday 6:00AM to 7:00PM
- Saturday, Sunday and Public Holidays 8:00AM to 12:00PM

1.4 When does your agreement start?

Signing your agreement

You have an agreement with us when you have signed the Kingborough Sports Centre Membership Agreement and we have accepted it. If these terms and conditions or your agreement differ from anything you are told at the club or over the phone, these terms and your agreement will apply, unless written confirmation is received from a Kingborough Sports Centre employee.

Understanding our rights

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights. If there is a miscalculation in your membership agreement, we have five (5) days after the agreement is signed to correct it.

1.5 Can you change your mind?

Using your cooling off period

You can cancel your agreement during your cooling off period. You have 14 days from the date you sign your initial agreement. To cancel your membership, please see 3.1.

We will then cancel your agreement and refund your initial payment, less your joining up fee plus any fees or payment for services rendered.

This is only applicable for new membership agreements.

1.6 What about your health?

Your good health promise

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.
- If you are not in good health and still want to use the facility, then you need to notify council staff at least 24 hours prior to your visit.

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 about your fitness to exercise, you must seek expert advice before starting an exercise program.

1.7 Orientation

(a) It is a condition of this Agreement that you participate in a scheduled Member orientation program.

(b) The orientation focuses on various aspects of the Fitness Centre including, but not limited to, Club layout, amenities and entry and exit areas.

(c) The Fitness Centre may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation prior to the commencement of exercise.

1.8 Staffed and Unstaffed Hours

You acknowledge that the accessible hours of the Fitness Centre include Staffed and Un-Staffed hours. If you choose to attend during unstaffed hours you accept all risks associated with access during these times.

FACTS TO KNOW ABOUT YOUR MEMBERSHIP

2.1 When do you pay membership fees?

Paying for ongoing memberships

You pay fees for ongoing memberships in advance each fortnight, by direct debit from a bank account or credit card.

Paying in Full

You can pay in full for most of our memberships. Please ask reception for a comprehensive list, or go to our website for more information.

For a Visit Pass membership options, you can go to our website and join now by choosing your number of Visit Sessions.

2.2 How do direct debits work?

Paying Fortnightly

We will debit your fortnightly centre fees from your nominated account, as set out in your membership agreement.

Please note that:

- debit dates are preset for all members from the next closest Monday you begin their membership;
- if one falls on a public holiday, we will debit your account on the next business day;
- debits may take up to 5 days to come out of your account. See also 5.2 for our privacy statement and acknowledgment.

Meeting your responsibilities

You must make sure:

- your account can accept direct debits (your financial institution can confirm this);
- there is enough money in your account on the payment day and the next 5 days;
- you tell us if you are transferring or closing your 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 inform 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 seven (7) days.

What happens if your payment is late or fails?

Losing your centre access

If you do not fully pay your fees on the due date, we may suspend your access to the centre until your payments are up to date and you have provided us your account details.

We will also charge you a late payment fee of \$2.50 for a failed payment. This will be debited from your account, and you authorise us to do this.

Paying your outstanding debts

We will continue to debit your nominated account without notice, until we have received the total amount you owe us. We will make a reasonable effort to let you know beforehand by:

- phoning you or speaking to you at the centre;
- writing to the address you last provided us.

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

2.3 Can we change your agreement?

Staying up to date with our terms

At times we may add to, change or remove our terms and conditions. This includes changing the centre's opening and closing hours, its services, facilities and membership fees. We may also close the centre for refurbishment to improve facilities. We do not reduce your membership fees because the centre is closed for renovations or for a public holiday.

The most up-to-date terms and conditions always apply. You can find copies at the centre or on our website at www.kingborough.tas.gov.au

Being notified about changes

We will give you at least 28 days notice of any changes, for instance by:

- publishing them on our website;
- placing a notice in the centre;
- phoning you or writing to the address (post or email) you last provided us.

Cancelling your membership

If we do not fulfil our obligations to you, you are able to cancel your membership (see 3.1).

2.4 Can we increase your fees?

Being notified about changes

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

We will inform you of this at least 28 days prior by writing to the address you last provided 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 sent mail (email or post) to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

If, at any stage of your membership, your contact details change please notify us in writing.

2.5 Can you freeze your membership payments?

Using a 'membership freeze'

You can freeze your membership for one (1) or more fortnights, up to a maximum of 90 days each calendar year. Each time freeze must start and end on a direct debit date.

A Membership Freeze form must be completed via the membership App prior to the period requested and cannot be back dated.

Understanding the conditions

Before freezing your membership, you must ensure your fees are up to date and you do not owe the centre any money.

Note that we cannot backdate any time freeze requests. You must request a freeze when you need it.

2.6 How can you use your access FOB?

Showing photo ID

We will provide you with an access FOB 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 FOB, we may refuse you entry.

All members must present their membership FOB upon entry to the Fitness Centre at every visit. This scan of your FOB will register your attendance. FOB scan is compulsory for security and insurance requirements.

Your membership FOB

The access FOB is our property. You cannot lend your card or allow anyone else to use it.

If you lose or damage your FOB, we will charge you \$29 for any replacement FOB.

2.7 How can you protect your health?

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.

Managing infections and illnesses

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.
- You must adhere to current Tasmanian Public Health Advice on Coronavirus disease (COVID-19) (Coronavirus disease (COVID-19) or ph 1800 671 738.

2.8 How can you give us feedback?

Commenting on your membership

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, we welcome you to contact us.

You can email the centre at fitnesscentre@kingborough.tas.gov.au.

Speaking to centre staff

Our centre staff are always happy to help. If you would prefer to speak with a manager, please let our reception team know. If no managers are immediately available, the reception team will ensure someone contacts you as soon as possible.

2.9 Personal Training and Other Services Cancellation Policy

This cancellation policy applies for Personal Fitness Training, Group Fitness Training and Assessment/Testing Bookings.

If a booking is missed without any contact made then full price will be charged for the booked session.

If a session needs to be cancelled and more than 24 hours notice is given then there will be no charge for the booking and we will reschedule the booking for a time that suits you.

If a session needs to be cancelled and less than 24 hours notice is given then the full cost of the booking will be charged.

In the case of an emergency the Kingborough Sports Centre reserves the right to waive the cancellation fee.

2.10 Tardiness Policy

Personal/Group Training /Assessment Clients are expected to begin working out at the start time of the scheduled appointment. A late start time does not entitle a client to a session longer than the scheduled appointment finish time.

2.11 Expiration Policy

Personal Training sessions and packages expire within one year of purchase will be forfeited after that time.

Visit Pass

5 visit Pass After 12 months from date of purchase

10 visit Pass After 12 months from date of purchase

20 visit Pass After 12 months from date of purchase

FACTS TO KNOW AT THE END OF YOUR MEMBERSHIP

3.1 How can you cancel your membership?

Cancelling your membership

You can ask to cancel your membership by requesting a cancellation via the following methods:

- phoning us on 6211 8266
- emailing us fitnesscentre@kingborough.tas.gov.au
- writing to us (preferably by registered post Kingston View Drive, Kingston 7050)
- speaking to the reception team at the centre.

Confirming your request

Your request for cancellation will be confirmed by staff and you will receive a link via email that must be followed and actioned by you to formally request a cancellation of membership via our membership management system. Please note, cancellation requests are not able to be actioned if there are monies owing on your account. Any outstanding debts must be resolved prior to cancellation request.

When you do this, please always

- provide us with your email address so we are able to confirm your request in writing
- keep a copy of your request
- make sure that you cancel your direct debits with your financial institution.

Staff will acknowledge your request for cancellation and action once receipt of your cancellation has been received via the online member management system.

3.2 How do you cancel after the minimum term?

Cancelling after the minimum term expires

Once the minimum term of your membership expires, you or we may cancel your membership (see 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 28 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 freeze your membership payments during the notice period.

3.3 Can you cancel during the minimum term?

Cancelling without paying out your agreement

You can cancel your membership if time freeze 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.
- completes the new membership sign-up process and pays a transfer fee equivalent to the start-up fee.
- is eligible to take up your membership (for instance, you cannot transfer a corporate or concession membership to someone who would not qualify for that membership)
- has not previously been banned by the Kingborough Sports Centre or failed to pay membership fees.
- Complies with councils "good health" policy referenced in the terms.

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 28 days left in your minimum term, you can pay out your agreement.

We calculate the amount you must pay by:

- multiplying your fortnightly fee by the number of fortnights left in your minimum term.
- deducting 15% 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 club 28 days' notice (see 3.1). We will not charge an exit fee.

Receiving a refund for prepaid programs

If you pay for a program in advance, we will refund the fee within 3 months of purchase if:

- the program is cancelled.
- you can show us medical evidence that the program will cause you physical harm or injury.
- the law requires us to refund the fee.

KINGBOROUGH SPORTS CENTRE CODE OF CONDUCT

You must follow the Kingborough Sports Centre Code of Conduct. Please read and follow all signs and handouts that tell you what to do, especially in these areas. If you don't understand something, please ask for help.

4.1 What rules apply to our facilities?

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

As a courtesy to other members, please:

- wipe down our equipment after use, including exercise mats;
- keep to the set time limits;
- keep phone calls to an absolute minimum;

Note also that you must not use a camera in our centre without written permission.

- Put equipment away after use.

This includes unloading plates from machines and bars when you have finished your set. This rule applies to equipment also used in Group Fitness classes (steps, mats, pump bars, etc.)

Keeping your belongings safe

We provide lockers you can use while exercising but these are not security lockers. Please keep your access card with you and do not bring valuables into the centre.

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

Parking

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

4.2 Lockers and Possessions

You agree that the premises of the Fitness Centre is a physical training facility, within which areas dedicated to physical training are not areas into which it is appropriate to take bags or anything of value, and that anything of value you bring onto the premises is at risk and that risk is yours alone. You are to ensure that all your personal items are stored in a safe place.

We strongly recommend that you do not take bags or anything of value onto the premises. We have no responsibility to provide you with a secure place to leave any such items and do not accept responsibility for items which are lost, misplaced or stolen from within or outside of the lockers or any other area of the Fitness Centre.

Lockers are provided for the convenience of Members and guests and whilst some lockers have keys, you agree that those lockers are not secure and that we do not represent them as being secure.

All bags brought onto premises are at your own risk and must be kept in a locker.

Under no circumstance can bags be taken onto areas dedicated to exercise.

Lockers are only supplied for you to store your personal items whilst using the facilities of the Fitness Centre. This is done at your own risk absolutely. These lockers under no circumstances are to be used as storage outside of the hours that you are using the facilities of the Fitness Centre.

You must not bring onto the premises any hazardous items including flammable goods, gas cylinders, acids and poisons, lithium batteries, bleaches, paints and sharp objects (metal cutlery, letter openers, razor blades) or anything that can be used as a weapon.

4.3 Access by Non-Members and Members

No Member is permitted to bring or allow a non-member into the Fitness Centre without Staff permission or during any period when there are no Staff present or hours when the Fitness Centre is not formally open. No Member shall use their access pass for another Member and each member must utilise their own access pass each time they enter a Club. If you breach this clause then:

- 1 you accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-Member whether or not caused through the negligence of the Fitness Centre;
- 2 the act of bringing a non-Member into the Club constitutes automatic acceptance by the Member of a new membership for the non-Member. The Joining Fee and Access Pass Fee, in addition to the DD Membership Fee, will be charged to the Member in the following ways:
 - (a) for a Member who holds a DD Membership, this amount will be deducted from their nominated bank account; and
 - (b) for a Member who holds a PIF Membership, the Member will receive an invoice for this amount;
- 3 payment of the amount in accordance with the clause above will entitle the non-Member to use the Club for one fortnight;
- 4 in order for the non-Member to take advantage of the new membership, they will need to attend the Fitness Centre and comply with all of the obligations that all new Members are required to comply with pursuant to this Agreement; and
- 5 **The Fitness Centre reserves the right to terminate the membership of the Member who brings a non-Member into the Fitness Centre.**

4.4 What happens if you break the code of conduct?

Being refused entry or receiving a warning

We can refuse entry to anyone, including members, if they act unreasonably, are rude to other guests or staff, are in breach of the Kingborough Sports Centre terms and conditions or break the code of conduct.

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.

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.

LEGAL ISSUES

5.1 What are your responsibilities?

Meeting your responsibilities

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.

Promising to take care

You promise to:

- make sure that you know how to exercise safely, by asking for assistance if necessary;
- use your best endeavours to exercise safely;
- not take valuables into the centre, even if you plan to place them in a locker.

5.2 Do we have a privacy policy?

Yes, please ask reception or visit our website to see a copy of our privacy policy.

Understanding our privacy policy

During your membership, we will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in line with our privacy policy.

This Privacy Policy applies to the services offered by the Kingborough Sports Centre. Please see our Privacy Policy which can be found on the Kingborough Council website www.kingborough.tas.gov.au.

Privacy Statement

Council is collecting this information from you for the primary purpose of communicating with you regarding Council Business. The information will only be used and disclosed as prescribed under the Personal Information Act 2004. The Council requires this information to allow its officers to carry out Council Business. If you do not provide the information requested, Council will not be able to process this form.

You may make an application to access or amend the information held by Council by contacting the relevant Council Officer on 6211 8200

Video and Audio Surveillance

- (a) For security purposes, the Sports Centre uses video surveillance equipment to monitor the Fitness Centre on a 24 hour basis.
- (b) By accepting this Agreement you acknowledge that by accessing the Kingborough Sports Centre and Fitness Centre you will be subject to video surveillance and recording.
- (c) Video surveillance is limited to the floor area only, and is not within the walls of the bathrooms or assessment rooms.

5.3 What else should you know?

Having your contract transferred

We can assign or transfer the benefit of your contract to a person, firm or company at any time. We will give you 28 days' notice in writing.

We can also sub-contract our obligations to someone else without notice. But if we do, we are still responsible for ensuring those obligations are met.

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.

5.4 Which laws apply?

Meeting state laws

Your agreement is subject to both Australian (Commonwealth) and Tasmanian (State) laws.

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.

5.5 Indemnity

Indemnity by Member

The member shall indemnify the Kingborough Council ABN: 44 094 485 626 & the Kingborough Sports Centre including payment of their legal costs on an indemnity basis against:

(a) loss of, or damage to the Kingborough Sports Centre and/or Kingborough Council's property; and

(b) claims in respect of personal injury or death, or loss of, or damage to any property,

arising out of, or as a consequence of their membership of and the use of the Kingborough Sports Centre, but the indemnity shall be reduced proportionally to the extent that any act or omission of the Kingborough Council or the Kingborough Sports Centre, or its employees, consultants, agents or contractors may have contributed to the injury, death, loss or damage.