Weipa Aquatic & Sports Precinct (WASP) Terms and Conditions

These terms and conditions apply to all Users of the Weipa Aquatic and Sports Precinct (Centre).

1. Definitions

Affiliates	means affiliated, related body corporates and personnel of RTA Weipa Pty Ltd, including personnel of its affiliates and related body corporates
Casual Pass	has the meaning in clause 2.3
Casual Visitor	means the individual accessing the Centre on a Casual Pass
Centre	means the Weipa Sports Club fitness centre facility owned and operated by RTA Weipa Pty Ltd
Centre Policies	means the policies applicable to Users of the Centre, as amended from time to time, as published at the Centre
Centre Rules	means the rules that apply to all Users of the Centre, as amended from time to time, as published at the Centre
Commencement Date	means the first day of your membership as stated on the Portal
Direct Debit Terms & Conditions	means the Debit Success Direct Debit Request Service Agreement Terms and Conditions available via the Portal, as amended from time to time.
Joining Fee	means the joining fee amount on the Portal
Member	means the individual that has created a Centre membership through the Portal, and includes the parent or guardian of the Member if the Member is under 18 years.
Portal	means the membership portal
Staffed Hours	means the hours the centre is staffed, as updated from time to time
Users	means both Members and Casual Visitors

2. User requirements

2.1 Age restrictions

Users of the gym must:

- be at least:
    - 14 years of age
- If you are younger than 18, and over 14 years old:
    - parent or guardian permission is required to purchase a membership;
    - if you are younger than 16, and over 14 years old, you are not permitted to use the gym outside of the hours of 5am and 7pm, without an approved responsible adult present.
    - you must complete a pre-exercise questionnaire; and
    - not undertake any training in the gym until a qualified supervisor has completed an induction with you.
- If you are younger than 18, and over 16 years old, you may apply for unsupervised access to the gym, please see the staff for more information.

Users of the aquatic facilities during staffed hours must:

- Be supervised by an adult if you are under the age of 12.

Users of the aquatic facilities outside staffed hours must:

- Be at least:
    - 14 years of age
- If you are younger than 18, and over 14 years old:
    - Parent or guardian permission is required to access the aquatic facilities outside staffed hours;
    - If you are younger that 16, and over 14 years old, you are not permitted to attend the aquatic facilities outside staffed hours without a parent or guardian
- If you are younger than 18, and over 16 years old, you may apply for unsupervised access to the aquatic facilities outside staffed hours, please see the staff for more information.

Users of the courts must:

- Be supervised by an adult.

2.2 Good health

Users of the Centre acknowledge and agree that they are:

- medically fit to undertake exercise; and
- not aware of any medical or other reason that would prevent or inhibit their use of the Centre

2.3 Membership types & payment

The Centre has the following memberships available:

- Prepaid Memberships: available for 1, 3 or 12 month terms. Payable in full upfront. No Joining Fee.
- Ongoing Membership: no minimum term. Payable fortnightly by direct debit. Joining, pro rata and direct debit dishonour fees apply. Refer to Fees and Charges at https://www.weipatownauthority.com.au/Home
- Gym Casual Pass: one-off access to the gym / group fitness class. Casual passes must be purchased at the Centre during Staffed Hours as a fob/barcode is required for after hours access.
- Aquatic Casual Pass: one off access to the aquatic centre, purchased at the aquatic centre.
- Visit Pass: 10 visit passes for use at the gym and aquatic centre available with a 12-month expiry.

2.4 Promotions and discounts

- The Centre may offer discount on its memberships from time to time to:
    - Corporate Partners
    - Students (who hold a valid Student ID)
    - Pension card holder
- Information on membership discounts is available via the Portal.

2.5 Direct Debit

- The Direct Debit Terms and Conditions on the Portal apply to all payments made via direct debit and any disputes relating to these payments.
- Members can use the Portal to manage their direct debit payments, including updating their payment method and details, and rectifying a failed payment.
- Memberships will be terminated if two consecutive failed direct debits occur.

2.6 Fee increases

- For Prepaid Memberships, membership fees may increase at the end of the minimum prepaid term.
- For Ongoing Memberships, membership fees are subject to change on 28 days notice.

3. User obligations

Every User of the Centre must:

- pay all fees by their due date;
- abide by the Centre Rules at all times;
- comply with Centre Policies at all times;
- make sure that they know how to exercise safely, by asking if necessary;
- use their best endeavours to exercise safely;
- keep their details up to date on the Portal.

The Centre reserves the right to refuse entry to any User, if they act inappropriately, breach the Centre Rules or fail to comply with a reasonable direction of a staff member.

4. Centre Access

- All Members will have their photo taken upon joining and must attendant an induction to be provided with Centre access. The photo will be attached to your account on the Portal.

- Members must present their access fob/barcode upon entry to the Centre at every visit. Outside of Staffed Hours, your access fob/barcode must be swiped at the front gate and/ or gym door to gain entry.
- The access fob remains Centre property. You cannot admit guests using your access fob/barcode or allow any other person to use your access fob/barcode. A tailgate fee of $25 will be payable by the Member if they are found to have breached this condition.
- If you lose or damage your fob, you must notify the Centre immediately. You will be charged $5.00 to replace it.
- Accessing the aquatic facilities after hours requires members to;
    - agree to the user agreement
    - be inducted into the facility
    - hold a valid membership (visit passes not included)

Cancelling a Membership

4.1 Cooling Off Period

- You can cancel your Prepaid or Ongoing membership/visit pass within 7 days from the Commencement Date (Cooling-Off Period) by contacting the Centre and making a cancellation request. Cancellation forms are also available at https://www.weipatownauthority.com.au/Home
- Upon receipt of your cancellation request, your Membership/visit pass will be cancelled and all monies paid will be refunded, with the exception of the Joining Fee (if paid).
- The Cooling-Off Period applies to new memberships/visit passes only and does not apply to transfers or renewals.

4.2 Member initiated cancellation

- Prepaid Memberships and Visit Passes can be cancelled at any time outside the Cooling Off Period on payment of the Cancellation Fee, which is calculated as follows: 10% of the total cost of the membership purchased for administration costs. The remaining financial value left on your membership/ visit pass will be refunded.
- Ongoing Memberships can be cancelled on 28 days' notice to the Centre from the first day of the next billing period.
  Contact the Centre to make a cancellation request. Cancellation forms are available at https://www.weipatownauthority.com.au/Home

4.3 Centre initiated cancellation

Your membership/visit pass can be cancelled by the Centre immediately in any of the following circumstances:

- breach of any of these Terms and Conditions;
- serious breach of the Centre Rules;
- if the Centre reasonably believes that you have engaged in inappropriate, threatening or illegal conduct;
- refusal to follow reasonable staff directions;
- the temporary or permanent closure of the Centre; or
- to protect the health and safety of you or other members.

If your Membership/visit is cancelled pursuant to a Centre initiated cancellation, there will be no refund of any fees paid.

5. Membership suspension

- Memberships/visit passes cannot be suspended for any reason.
- The Centre provides Prepaid Membership Members with additional complimentary days to their memberships terms, rounded up as follows:
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    - 1 month – Standard month duration

- 3 months, rounded up to – 100 days
- 12 months, rounded up to – 400 days

- Visit passes are valid for a duration of 12 calendar months, visit passes will not be honoured after the expiry date.

- If we are required by the government or local authority to temporarily close our club for any reason, we may freeze your membership for the duration of the closure ('Closure Period'). You are entitled to request cancellation of your membership during the Closure Period, but processing of the cancellation may be delayed until after the Closure Period has ended.

6. Risk and liability

6.1 General

- To the extent permitted by law RTA Weipa Pty Ltd and its Affiliates excludes all liability to all Users arising in agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage) sustained by the User, or for any costs, charges or expenses incurred by the User, arising from or in connection with the User's access and use of the Centre.

6.2 Car Park

- Users park in the Centre car park at their own risk. RTA Weipa Pty Ltd and its Affiliates are not liable for any loss of, or damage to, your vehicle or its contents.

6.3 Personal belongings

- The Centre is not responsible for any loss of, or damage to, your belongings while you are at the Centre.
- You use the lockers at the Centre at your own risk. We are not liable for any loss of items from lockers for any reason.
- 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.

6.4 Third party service providers

- Third parties service providers may provide services to you at the Centre, including but not limited to personal training, physiotherapy and massage. Such third party services are arranged and paid for directly between Users and the service providers.
- RTA Weipa Pty Ltd and its Affiliates exclude all liability to all Users arising in agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage) sustained by the User, or for any costs, charges or expenses incurred by the User, arising from or in connection with the User's use of a third party service provider.
- The User releases and indemnifies RTA Weipa Pty Ltd and its Affiliates (Indemnified) from all claims, actions losses, demands, damages and expenses for which the Indemnified shall or may become liable or suffer arising out of or in connection with the use of a third party service provider.

7. Crèche

- Children cannot be in the Centre unsupervised.
- The Centre offers a limited creche service to Users, subject to availability and Centre discretion. Applications are required and Policies apply. See staff for details.
- The creche accommodates children from the age of 6 months up to school age, subject to availability. Once a child has commenced school, they cannot be admitted into the Creche.
- Children's stay is limited to maximum time periods.
- Parents/guardian of the child must leave their details with creche staff and not leave the Centre.
- Should parental assistance be required during the child's stay, creche staff will contact the parent/guardian and they are to immediately attend the creche.
- No food or drink is to be bought into the creche.

- Children that are unwell will be refused entry to the creche.

8. Miscellaneous

8.1 Assignment

- We can assign or transfer the benefit of your contract to a person, firm or company at any time.
- We can also sub-contract our obligations to someone else without notice to you. If we do, we are still responsible for ensuring those obligations are met.

8.2 Closed Circuit Television (CCTV)

- CCTV will be installed within appropriate applications within the Club and surrounds as a strategic component for team member, member and contractor safety and crime and misconduct prevention.
- CCTV operates on a 24/7 basis.
- You consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with our Privacy Statement (at Clause 9.9).

8.3 COVID-19

- Users agree to comply with any applicable COVID-19 policies, procedures, and government restrictions as applicable from time to time.

8.4 Variation

- We may change these terms and conditions at any time by providing reasonable notice of the changes to Users.

8.5 Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Queensland.

8.6 Severability

If a court decides that any term is invalid, illegal or void under any applicable law, that term will be deleted. The other terms of the will remain in full force and effect.

8.7 Waiver

If at any time we do not enforce our rights under these Membership Terms and Conditions, it does not mean we have waived those rights, no matter how long we wait.

8.8 Entire Agreement

These Terms and Conditions supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

8.9 Privacy

The Centre collects your personal information (including health information) in order for you to become a User of the Centre. Your information will be processed in accordance with our privacy policy at https://www.weipatownauthority.com.au/Home