## General Terms and Conditions

### Cooling off period

- A cooling off period of SEVEN (7) calendar days from the date of signing this Agreement is available to me to rescind this Agreement.
   To exercise this right I must provide written notice to the Company within SEVEN (7) calendar days of signing the Agreement together with an administration fee of \$50.00
- The Company has FIVE (5) calendar days after the signing of this Agreement to provide written notice to me in relation to any error in fees payable under the Agreement. A further SEVEN (7) calendar day cooling off period will apply after that notification.

### Fees and Payments

- I will provide new payment details in the event that an alternate payee cancels scheduled payments.
- The Company may charge a fee for defaulted payments at a rate of \$15 for each incident. The Company may also cease access to services during any default period but this will not negate my obligation to pay fees under this Agreement. I will be responsible for all costs incurred by the Company in connection with the collection of outstanding fees and authorise the deduction of these costs from my nominated account. If a payment is missed this will extend the payment period (but not the usage period) until the initial contract value has been paid in full.
- All prices quoted are inclusive of GST and the Company may vary debits under this Agreement due to any variation in the GST.

#### Cancellation and Termination

- For cancellation conditions, see the Special Conditions for the specific contract type that you hold ie. Gymnastics, Aquatic or Fitness.
- Following the expiry of the minimum period of a membership contract (not being a paid in full membership contract), the member may terminate this Agreement by giving THIRTY (30) days written notice to the Company during which time fees will remain payable. In the event that I do not terminate my membership contract after the expiry of the minimum period it will continue in force until such time as I do provide THIRTY (30) days written notice of termination.
- All paid in full membership contracts will terminate on the expiry date and will not rollover for any further period.
- Members must adhere to the Company's policies and procedures (including the Code of Conduct) and follow all reasonable directions of the Company's employees. The Company may terminate this Agreement as a result of a breach by me of any terms of this Agreement or any policy or procedure (including the Code of Conduct) of the Company.
- The Company may cancel a membership or refuse access to its facilities if a member displays inappropriate behaviour towards any employees, other members or visitors. Inappropriate behaviour may include but is not limited to bullying, harassment and aggression.

## Genera

- This Agreement can only be varied with the written consent of the Company.
- A pre-exercise questionnaire must be completed as part of the membership process. At the discretion of the Company staff, a doctor's certificate may be required prior to commencement of the membership.
- All applications for membership are subject to the Company's approval. Failure to obtain approval will result in the cancellation of the Agreement and any outstanding amounts owed to the member will be reimbursed within TEN (10) calendar days.
- Any changes to membership details must be made in person to ensure confidentiality and accuracy of records. Changes to direct debit details will be effective SEVEN (7) calendar days after notification of the change.
- This Agreement entitles the member to use the equipment and facilities of the Company in accordance with the terms and conditions contained in this Agreement. Failure to use the equipment and facilities does not relieve the member from any other obligations in this Agreement.
- These Terms and Conditions (including fees and operating hours) may be varied by the Company, at its discretion, which will notify the members of any changes.

# Consent/Acknowledgement

- I give my permission for my child/self to receive medical/ambulance assistance in case of an emergency and agree to pay all costs incurred.
- I give permission for my child/self to be photographed/recorded

- by the Company while participating in any activities conducted by the Company. I consent for the photos/recordings to be used for marketing and publicity purposes if required by the Company.
- I have read and understand my obligations and rights in relation to
  this Agreement and will abide by all membership conditions, rules and
  regulations, including dress code requirements. I understand that I
  must abide by any codes of conduct of the Company and any rules
  relating to the venue and/or my chosen activity and that I may obtain a
  copy of these documents at any time from reception.

#### Membership Card

- Membership cards must be presented to customer service or swiped through the turnstiles on entry to the Company's venues.
- Sharing and misuse of membership cards is a fraudulent activity and the Company may action as deemed appropriate.

### Class Variations

 The Company will use every effort to adhere to the published timetables but the Company reserves the right to change or consolidate classes and alter timetables and schedules to suit usage demands.

### Request for Class Change

 Every effort will be made to accommodate a request for a class change, however it will always be dependent on class vacancies.

### Class Progressio

In the event that your child progresses to another grade or class, you
agree to vary the Agreement to reflect the change in the contracted
Rate based on the new class value at the time of progression.

### Missed Lessons

Make up lessons or credit is not available.

### SPECIAL CONDITIONS - GYMNASTICS

- I acknowledge and agree that:
  - any headdress or religious attire that I or my child wear will be fitted appropriately (as instructed by the Company's employees) and that they may not be worn at competitive levels due to safety concerns; and
  - I or my child will wear the training uniform while participating in the programs.
- The Gymnastics venue is utilised for SIX (6) major events each calendar year. In the event that the gymnastics venue is closed, the Company will not charge Gymnastics members for scheduled lessons.
- In the event that a competition is being held at the venue and the member is participating in the competition, the member will be liable for the fee for any scheduled gymnastic class on that same day.

## Annual Insurance Fee

Gymnastics NSW Annual Registration Fee is required prior to the
participant's first lesson and is valid for a calendar year (JanuaryDecember). If the minimum period overlaps a calendar year, the
registration fee must be paid prior to commencing the first class of
the new calendar year. If the member is transferring from another
gymnastics facility the registration fee will be payable at the
commencement of the next calendar year.

## Time Hold

- Prior written notice must be given for any time hold request.
- General: A time hold request can be made for a minimum of TWO (2) weeks and a maximum of FOUR (4) weeks in any given 12 month period.
- Medical and Company Relocation: A minimum of ONE (1) month and up to TWELVE (12) consecutive months' time hold is available on request. A request must be accompanied with a medical certificate or a letter from your employer in the case of relocation.
- Payments will cease during the time hold period and the end date extended by the same amount.
- An administration fee of \$10 per account is payable at the time of the time hold request and requests cannot be back dated.

# Cancellation

- You may terminate this Agreement by:
  - giving THIRTY (30) days written notice to the Company (during which time fees will remain payable);
  - paying all outstanding fees for completed lessons; and
  - paying a \$100 cancellation fee.

## SPECIAL CONDITIONS - AQUATIC

### Health and Safety

 Pool safety and hygiene requires children to comply with Aqua Nappy Policy as contained in the member's handbook, which is available from Reception

#### Time Hold

- Prior written notice must be given for any time hold request.
- General: A time hold request can be made for a minimum of TWO (2) weeks and a maximum of FOUR (4) weeks in any given 12 month period
- Medical and Company Relocation: A minimum of ONE (1) month and up to TWELVE (12) consecutive months' time hold is available on request. A request must be accompanied with a medical certificate or a letter from your employer in the case of relocation.
- Payments will cease during the time hold period and the end date extended by the same amount.
- An administration fee of \$10 per account is payable at the time of the time hold request and requests cannot be back dated.

### Cancellation

- You may terminate this Agreement by:
  - giving THIRTY (30) days written notice to the Company (during which time fees will remain payable);
  - paying a \$100 cancellation fee.

## Rooty Hill RSL Membership Terms and Conditions

 I certify that I am over the age of 18 and I request that you enter my name on the Register of Members as a Full or Associate Member of Rooty Hill RSL Club Ltd. I agree to the terms and conditions of membership application and to be bounded by your Clubs Constitution, Regulations, By Laws that are from time to time in force.

## INFORMATION REQUIRED

Please select from the below options:
Gaming Information
I would like to receive information about gaming promotions*
Club Information
I do not wish to receive information and offers from Rooty Hill RSL via electronic means*
I wish to receive a printed copy of the Annual Report (available online for date of publication)
*See privacy policy for more information
I propose the nomination of (name)

(Proposer of applicant for membership must be a financial member of Rooty Hill RSL)

Signature of Proposer

Membership Number

# SPECIAL CONDITIONS - FITNESS CLUB

## Membership Transfer

 A member with more than 2 months of the minimum period remaining on their Agreement may transfer that Agreement to a qualifying person. The new member must sign an agreement for the same period as that remaining on the transferring member's Agreement. The Company reserves the right to accept or reject any new member according to its membership policies.

### Time on hold

- Prior written notice must be given for a time hold request which may be made for:
  - a minimum of TWO (2) weeks and a maximum of SIX (6) weeks in one membership year for members who hold a 12 month Lifestyle membership; or
  - a minimum of TWO (2) weeks and a maximum of FOUR (4) weeks in one membership year for members who hold a 6 month, Weekend or Off Peak membership.
- Medical and Company Relocation
  - A minimum of ONE (1) month and up to TWELVE (12) consecutive months' time hold is available on request. A request must be accompanied with a medical certificate or a letter from your employer in the case of relocation.
- Payments will cease during the time hold period and the end date extended by the same amount.
- An administration fee of \$10 per person is payable at the time of the time hold request and requests cannot be back dated.

## Fixed Term Programs

An Agreement for a fixed term program will expire at the end of the minimum period and access to all venues will cease unless a new membership agreement is entered into.

## Cancellation

There is no right of cancellation available to the member and all obligations to a minimum period must be honoured in full.

## **Sydney Gymnastic and Aquatic Centre**

12 North Parade PO Box 42 Rooty Hill NSW 2766 ABN 54 000 842 375 P: 9851 5811 E: info@sgac.com.au www.sgac.com.au

