

**KSC**

**KINGBOROUGH  
SPORTS CENTRE**

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***YOUR  
TERMS AND  
CONDITIONS***

*Welcome to the Kingborough Fitness Centre.*

*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 Fitness Centre in line with these terms and conditions, including the Kingborough Fitness Centre Code of Conduct.

### 1.1 What types of membership do we have?

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

**STRENGTH + CONDITIONING** – Entitles use of electronic fitness and.

Membership Commitment type	Minimum term	Weekly Direct Debit Amount	Expiry date	12 month Upfront Payment
<b>GROUP + STRENGTH + CONDITIONING</b>	3 months	<b>\$15.00</b>	Ongoing	<b>\$781.00</b>
<b>STRENGTH + CONDITIONING</b>	6 months	<b>\$12.00</b>	Ongoing	<b>\$595.00</b>
<b>FAMILY</b>	3 months	<b>\$21.00</b>	Ongoing	<b>\$1053.00</b>
There is an initial joining fee of \$79.00 for each membership.				
<b>Pay As You Go - 5 visit Pass</b>			After 30 days	<b>\$55.00</b>
<b>Pay As You Go -10 visit Pass</b>			After 60 days	<b>\$100.00</b>
<b>Pay As You Go - 20 visit Pass</b>			After 180 days	<b>\$185.00</b>

FAMILY = Two Adults and Two Children (over the age of 12) living within a single residence.

PRICES CORRECT AS OF MAY 2014 – please contact the reception for current pricing.

### 1.2 Do we offer any discounts?

#### Using a corporate discount

You will receive a preferred partnership discount if you are an employee of a company we have a current corporate agreement with. Speak with reception for more details.

### **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,
- seniors 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 can 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.

#### **Joining aged 12**

If you are under 15, a parent or guardian must sign your membership agreement and pre-exercise questionnaire. 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.

Children under the age of 14 must be accompanied by a guardian over the age of 18 years at all times with the fitness facility.

#### **Joining aged 15–17**

If you are 15 to 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.

### *1.4 When does your agreement start?*

#### **Signing your agreement**

You have an agreement with us when you have signed the Kingborough Fitness 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 Fitness Centre employee.

#### **Paying a start up fee**

You need to pay a start up fee when you join. This fee is listed in your membership agreement. We cannot refund the fee, even if you cancel during your cooling off period.

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.

#### **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 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.

### **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.

## **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 upfront**

You can pay upfront for most of our memberships. Please ask reception for a comprehensive list.

For a Pay As You Go and single payment upfront membership options, you will pay on the day you buy it.

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

#### **Paying every second Monday**

We will debit your fortnightly centre fees from your nominated account on every second Monday, 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 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. If you are not happy with our response, you may contact your financial institution. It will handle your query in line with its own policy.

### ***2.3 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 may also charge you a late payment fee of \$7.50 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.

### ***2.4 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.kscfitness.com.au](http://www.kscfitness.com.au)



**Being notified about changes**

We will give you at least 28 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 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). Unless the law states otherwise, you won't have any other claim against us if this happens.

**2.5 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 make a reasonable effort to 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 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 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 four (4) fortnights each calendar year. Each time freeze must start and end on a direct debit date.

A Membership Freeze form must be completed in person at the centre at least seven (7) days prior to the period requested and cannot be back dated.

**Using an 'extended membership freeze'**

You can freeze your membership for up to thirteen (13) fortnights in any twelve (12) months for travel, medical or bankruptcy reasons. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating you are unable to exercise.

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

**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.

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

### **Showing photo ID**

We will provide you with 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, we may refuse you entry.

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

### **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 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.

## *2.9 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 fill in a comment card at the centre and drop this into the suggestion box at reception.

### **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.

### **2.10 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 a fee equal to 50% of the cost of the booking will be charged.

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

### **2.12 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.

### **2.13 Expiration Policy**

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

#### **Pay As You Go**

<b>5 visit Pass</b>	After 12 months from date of purchase
<b>10 visit Pass</b>	After 12 months from date of purchase
<b>20 visit Pass</b>	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:

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

#### **Confirming your request**

When you do this, please always

- give us 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.

### *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 Fitness 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 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 6 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.

We will refund any other fees that the law requires.

## KINGBOROUGH FITNESS CENTRE CODE OF CONDUCT

You must follow the Kingborough Fitness 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 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:

- wipe down when you use equipment, 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 club.

We cannot accept responsibility for any loss or damage to your belongings while you are at the club, 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.

#### 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.

### 4.3 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 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 Fitness Centre.

Please see our Privacy Policy

### *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.

### *5.5 Which laws apply?*

#### **Meeting state laws**

Your agreement is subject to Australian law and is governed by the Tasmanian 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.

#### **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 membership 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.