

SYDNEY GYMNASTIC & AQUATIC CENTRE (SGAC)

MEMBERSHIP TERMS & CONDITIONS

Effective 1st January 2019

Definitions:

- Sydney Gymnastic & Aquatic Centre (SGAC) (the Company) is the business name of Rooty Hill RSL Club Ltd.
- References to 'I', 'me' or 'member' are the account holder/ primary member as listed on the membership form.
- Written notice to be in the form of an email to reception@sgac.com.au or a Membership Change Form.

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

- Member to 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 \$10 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.
- Direct debits are scheduled to occur midweek, however transactions can take up to (3) THREE business days depending on the financial institution.

Cancellation and Termination

- You may terminate this Agreement by:
 - i. giving FOURTEEN (14) days written notice to the Company (during which time fees will remain payable); and
 - ii. paying all outstanding fees for lessons; and
 - iii. paying a \$100.00 cancellation fee (if membership is currently within minimum term of 12 weeks).
- If the member does not receive a confirmation email within 1-2 business days, regarding the cancellation request, it is the member's responsibility to follow up on the cancellation request.
- 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 terminate 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.
- Any class credits (makeup lessons) will be forfeited on and from the approved cancellation date.

General

- Members must accompany children under the age of 14 at all times. The child is and remains the parent/guardian's responsibility at all times.
- 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.
- Members must refrain from attending classes and must advise the Company via email: reception@sgac.com.au of any notifiable incidents as set out in the member handbook.

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 Cards

- Membership cards must be swiped upon entry to the Company's venues.
- Sharing and misuse of membership cards is a fraudulent activity and the Company may action as deemed appropriate.
- Lost/ damaged/ stolen cards can be replaced upon payment of a \$3.00 fee at Member Services.

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/ 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 Progression

- 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.

Transfer Requests

- Transfer requests must be made in writing.
- If the member does not receive a confirmation email within 1-2 business days, regarding the transfer request, it is the member's responsibility to follow up on the transfer request.
- You may transfer your Agreement by paying all outstanding fees for lessons up to the date the transfer is effective.
- Any class credits (makeup lessons) will be forfeited on and from the approved transfer date.

Time Hold- Competitive Gymnastics & Swim Squad Programs

- Minimum 2 working days' written notice must be given for any time hold request.
- A time hold request can be made for a minimum of ONE (1) week and a maximum of FOUR (4) weeks in any calendar year.
- Medical and Company Relocation: A minimum of ONE (1) week and up to SIX (6) 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 period.
- An administration fee of \$10.00 per account is payable at the time of the time hold request and requests cannot be back dated.
- Time hold requests will not be processed in conjunction with competitions/ training camp related travel approved by SGAC

SPECIAL CONDITIONS - GYMNASTICS

- I acknowledge and agree that:
 - i. 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
 - ii. I or my child will wear the training uniform while participating in the programs.
- The Gymnastics venue is utilised for ELEVEN (11) 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 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 Registration Fee - Gymnastics

- Gymnastics NSW Annual Registration Fee is required to be paid prior to the participant's first lesson and is valid for a calendar year. If the minimum term 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 subject to the member's former Gymnastics Club confirming the registration fee has been paid for the for the current calendar year.
- If the member is transferring from another gymnastics facility, it is the member's responsibility to ensure their Registration Fee is transferred to SGAC. The annual registration fee will remain outstanding until the Company is provided with confirmation of the transfer.

Makeup Lessons - Applies to Recreational Gymnastics Programs ONLY

- We offer up to 2 hours' worth of makeup lessons per scheduled 12 week block that can be used in our School Holiday Program. Makeup lessons are only valid for the most recent school holiday block and will then expire.

- To qualify for a makeup lesson, we require a doctor's certificate or a copy of your travel itinerary emailed to gymnastics@sgac.com.au. A confirmation email will be sent to you within 1-2 business days. If the confirmation email is not received, it is the member's responsibility to follow up the Makeup Lessons Request.
- Upon approval of Transfer Requests or Membership Terminations, the member will forfeit all approved missed lessons/ absentee requests.
- Makeup lessons will only be provided when the member's fees are up to date.
- Full copy of the Makeup Policy can be provided by Member Services

SPECIAL CONDITIONS – AQUATICS

Health and Safety

- Pool safety and hygiene requires children to comply with the Aqua Nappy Policy: All children aged 3 years and below MUST wear a firmly fitting "Happy Nappy" available for purchase from SGAC reception. This is in ADDITION to a disposable aqua nappy worn underneath. This also applies to any children over the age of 3 years who are not completely toilet trained. We reserve the right to ask any person that is not complying with this policy to exit the pool.
- Aquatics parents/ guardians must adhere to the Royal Life Saving 'Keep Watch' Policy.
- SGAC promotes the Healthy Swimming Guidelines recommended by the NSW Department of Health. In the event that a competition is being held and the member is participating in the competition, the member will be liable for the fee for any scheduled aquatics class on that same day.

Missed lessons/ Absentee Requests- Learn to Swim Programs

- We offer up to 2 makeup lessons per scheduled 12 week block that can be used in our School Holiday Program. Makeup lessons are only valid for the most recent school holiday block and will then expire.
- To qualify for a makeup lesson, we require a doctor's certificate or a copy of your travel itinerary emailed to aquatics@sgac.com.au. A confirmation email will be sent to you within 1-2 business days. If the confirmation email is not received, it is the member's responsibility to follow up the Makeup Lessons Request.
- Upon approval of Transfer Requests or Membership Terminations, the member will forfeit all approved missed lessons/ absentee requests.
- Makeup lessons will only be provided when the member's fees are up to date.
- Full copy of the Makeup Policy can be provided by Member Services

ROOTY HILL RSL CLUB LIMITED MEMBERSHIP

- 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 Limited. I agree to the terms and conditions of the membership application and to be bound by the Club's Constitution, Regulations and By Laws that are in force from time to time.

NOTE: This Agreement must be signed by the parent or legal guardian (referred to as Account Holder unless stipulated otherwise). In doing so, the parent or guardian warrants that he/she is duly authorised to enter into this Agreement and is responsible for the behaviour of the minor and all obligations under this Agreement. If the Account Holder is under 18 years of age, the 'Under 18 years Rules' need to be signed by the applicant and his or her Guardian.

Privacy Policy

The Company collects, stores, uses and discloses personal information strictly in accordance with the Privacy Act 1988. If you would like to see our Privacy Policy it can be obtained from reception or customer service or viewed on our website www.rootyhillrsl.com.au.