

This Agreement is between West HQ Limited ABN 54 000 842 375 ("SGAC") and the Member

CONSENT AND ACKNOWLEDGEMENT

- I give permission for my child/self to receive medical/ambulance assistance in the case of an emergency and agree to pay all costs incurred.
- I give permission for my child/self to be photographed/recorded by SGAC while participating in any activities in the facility. I consent for the photos/recordings to be used for marketing and publicity purposes if required by SGAC.
- I understand that I must abide by the membership terms and conditions, the Code of Conduct 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 SGAC Customer Service or via the website at <https://www.sgac.com.au/>.
- I agree to join or renew my membership with West HQ Limited (West HQ) and to be bound by its Constitution (a copy of which is available via the website at <https://westhq.com.au/about/directors/>).

WAIVER — GYMNASTIC PARTICIPANTS ONLY

I agree that SGAC will not be held responsible for any injury suffered and any claim/s will not exceed the sum of which the registered gymnastic participant is insured. I acknowledge and agree that unregistered/uninsured gymnastic participants are ineligible to make claims. To assist in providing our services, the organisations which we may disclose information to include: Gymnastics NSW, Gymnastics Australia, insurers, our professional advisors, including our accountants, auditors and lawyers, government, regulatory authorities, and other organisations, as required or authorised by law.

TERMS & CONDITIONS

FEES AND PAYMENTS

- **Your contract is ongoing** with your membership rolling over from month to month. If you terminate the contract within 30 days of the Start Date, you will be responsible for a \$30.00 admin cancellation fee.
- **Fees must be paid by Direct Debit** from a credit card or bank account in your name. **Direct debits will occur fortnightly** in line with our Direct Debit calendar.
- A rejection fee of \$10 applies for each defaulted payment. SGAC may suspend or cancel classes or services until any outstanding amount is paid. **You are liable for all outstanding payments.** It is your responsibility to advise SGAC in writing to customerservice@sgac.com.au of any change to debit details, including a new credit card expiry date.
- **Fees are payable whether classes are attended or not.** No refunds will be given.
- **Fitter for Life Joining Fee** — This covers your **Gymnastics NSW Registration fee** which is required to be paid prior to the participant's first lesson every calendar year.

Tick to acknowledge

TIME HOLD

- **Time Hold is available** with 7-day prior written notification to customerservice@sgac.com.au.
- A maximum period of 6-weeks (42 days) is available for a general Time Hold request in any calendar year.
- **Medical Time Hold request is available** for a minimum of 1-week and up to 3 consecutive months in a calendar year; and the request must be accompanied with a medical certificate.
- Payments will cease during the Time Hold period
- An administration fee of \$10.00 per request is payable at the time of the Time Hold request.

Tick to acknowledge

CANCELLATION AND TERMINATION

- **If you wish to cancel**, a 14-day written notice is required to be provided via an online form or email to customerservice@sgac.com.au. Fees will continue to be payable during this time. Any account credit will be forfeited on cancellation.
- If there has been **no active participation/attendance for 12 consecutive weeks**, and there has been no contact with us, SGAC reserves the right to terminate the contract with written notice.

Tick to acknowledge

GENERAL

- **Class session bookings must be booked online** via our Customer Portal and subject to availability. They are final and non-refundable.
- **We will communicate important information to you via email and/or SMS. It is your responsibility** to notify SGAC of any change to your contact details. Refunds will not be provided in the event communication has been sent to the member's nominated email and/or mobile number as held by SGAC.
- **A pre-exercise questionnaire must be completed** as part of the membership process. SGAC may require a doctor's certificate prior to commencement of the membership and/or after any injury.
- **Entry into SGAC is subject to our Conditions of Entry** displayed on our front door and on our website. **Member Access Cards must be swiped on entry** at the gate. Lost/damaged/stolen cards can be replaced by Customer Service at a cost of \$5.00.
- **You must adhere to SGAC's policies and procedures** (including the Codes of Conduct) (**Rules**) and follow all reasonable directions of the SGAC team. SGAC may terminate this Agreement or refuse access to the facilities as a result of a breach of the Rules by yourself or those enrolled on your account.
- If a member presents themselves with a **Notifiable Disease** (as set out in Schedule 2 of the Public Health Act, 2010 (NSW)), they must refrain from attending classes and must advise SGAC. See <https://www.legislation.nsw.gov.au/view/html/inforce/current/act-2010-127#sch.2>
- These Terms and Conditions (including fees and operating hours) may be varied by SGAC, at its discretion, which will notify members of any changes

Tick to acknowledge.