

Membership agreement

Kingsway Indoor Stadium

Terms and conditions

Before You enter into this Membership Agreement, please read it carefully as it outlines Your rights and obligations as a Kingsway Indoor Stadium member. By signing this Membership Agreement, you acknowledge and agree that You were provided a copy of these Terms and Conditions and You have read and understood this Membership Agreement prior to accepting and signing this Membership Agreement. If You do not correctly sign this Membership Agreement as indicated herein, or as advised by a Kingsway Indoor Stadium team member, You are deemed to have accepted the terms & conditions set out in this Membership Agreement and agree to be bound by them if You attend and/ or use the Facilities and Services

Definitions

In these Terms and Conditions, unless the context state otherwise:

Applicant means the person who applied for a membership and is named as the member in Your Membership Details.

Application means Your request for membership to Kingsway Indoor Stadium.

Kingsway Indoor Stadium means Kingsway Indoor Stadium, located at 130 Kingsway, Madeley.

Kingsway Indoor Stadium Member means a person who has been granted a Membership by Kingsway Indoor Stadium.

City of Wanneroo Council approved Schedule of Fees and Charges means the Schedule of Fees and Charges (as amended from time to time) found on the City of Wanneroo's website.

Cooling Off Period means the period during which You may terminate this Membership Agreement in accordance with the Regulations.

Facilities and Services includes Kingsway Indoor Stadium premises and all exercise areas, bathrooms, equipment, weights, benches, machines, mats and any programs, products, classes and services, including but not limited to personal training, that You may use, subject to Your Membership Type applied for and granted to You.

Guardian means the parent or legal guardian of the Applicant, if the Applicant is under the age of 18 years at the time of entering into this Membership Agreement, who has entered into this Membership Agreement on behalf of the Applicant.

Manager means the person(s) nominated by Kingsway Indoor Stadium as the 'manager' from time to time to manage the day-to day- operation of Kingsway Indoor Stadium.

Member Induction means an Kingsway Indoor Stadium informal induction program.

Membership Agreement means this document and these Terms and Conditions which govern Your Membership.

Membership means a membership held by a Member to use and access Kingsway Indoor Stadium's Facilities and Services on the terms and conditions contained in this Membership Agreement.

Membership Cancellation Form means the Membership Cancellation Form (as amended from time to time) available on the Kingsway Indoor Stadium website.

Membership Details means the details provide by You to sign up to a Membership.

Membership Fee means the fees paid by You, as set out in City of Wanneroo Council approved Schedule of Fees and Charges to allow You access to use the Facilities and Services.

Membership Term means the period of time as indicated in Your Membership Details.

Membership Token means the membership token that allows You tag into classes.

Membership Type means Your membership type as set out in Your Membership Details.

Ongoing Membership means a membership that is sustained through a recurring direct debit basis.

Operating Hours means the operating hours of Kingsway Indoor Stadium as advertised.

Regulations means the Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA).

Terms and Conditions means the terms and conditions set out in this Membership Agreement, as amended from time to time.

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Unauthorised Emergency Fee means the fee payable by You for the misuse use of the Emergency Exists/ Duress System/ Assistance Alarm as set out in City of Wanneroo Council approved Schedule of Fees and Charges.

Unpaid Fees means any and all fees You have not paid in accordance with this Membership Agreement.

You means the person named as the member in Your Membership Details, or in case of an Applicant under the age of 18 years that Applicant's Guardian and the Applicant (jointly and severally).

Your Membership Details means the detail gathering form to which these Terms and Conditions are annexed.

Membership:

1. Kingsway Indoor Stadium reserves the right to refuse entry to any person for any reason in its absolute discretion.
2. Subject to Kingsway Indoor Stadium, in its absolute discretion, granting You a Membership, You are entitled to use the Facilities and Services of Kingsway Indoor Stadium, conditional on Your Membership Type and for the Membership Term granted by Kingsway Indoor Stadium and on these Terms & Conditions.
3. Whilst every effort is made to advise You of Your Membership expiry date, it remains Your responsibility to ensure that Your Membership is current.
4. You must inform Kingsway Indoor Stadium in writing should any of Your personal details change in the future.

Membership Type

5. Kingsway Indoor Stadium grants You use and access to its Facilities and Services in accordance with this Membership Agreement.
6. You are only permitted to access and use the Facilities and Services as provided for by Your Membership Type and for which You have paid for. Kingsway Indoor Stadium reserves the right to cancel Your membership if You are found to be using Facilities and Services at Kingsway Indoor Stadium that are inconsistent with or not included in Your Membership Type.

Kingsway Indoor Stadium members under 18 years of age

7. If an applicant is under 18 years of age, a Guardian is required to sign this Membership Agreement. A Guardian will be responsible for that Membership. Furthermore:
    a. Children Aged 13 – 15 years may enter group fitness classes only if accompanied by an adult or legal guardian at all times.
    b. Children Aged 16 – 17 years may enter group fitness classes, but require parent or legal guardians signature.

Suspension of Membership

8. You may apply for Your Membership to be suspended, however not all memberships can be suspended. Minimum and maximum membership suspension periods apply, they are as follows:
    a. 30 days for 30 dollars ($30) – no membership suspension applicable.
    b. Twelve month memberships – minimum one week. Maximum eight weeks.
    c. Ongoing memberships – minimum one week. Maximum eight weeks.
9. You will need to complete and submit a request for suspension form to Kingsway Indoor Stadium at least 7 days prior to Your proposed suspension date.
10. Kingsway Indoor Stadium retains absolute discretion in the granting of membership suspension periods as well as any request to reduce or extent an approved extension period.
11. A Membership may have a backdated suspension period added if You are able to produce a medical certificate for that period. Kingsway Indoor Stadium retains absolute authority to grant or reject any backdated membership suspension applications.
12. To reduce or extend a suspension period, You must inform Kingsway Indoor Stadium in writing prior to the suspension period's completion date.

Upgrade or downgrade Your Membership Type

13. To upgrade Your Membership Type, You must:
    a. You must inform Kingsway Indoor Stadium in writing should any of Your personal details change in the future; or
    b. Pay the total difference between the original Membership Type and the future full priced Membership Type.
    c. Downgrades are not available for 12-month upfront memberships.



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Membership Token

14. You will be issued with Your Membership Token, which is issued to You personally and must not be shared for any reason with any other person.
15. Should Your Membership Token be lost or stolen, You can purchase a replacement Token (as per City of Wanneroo Council approved Schedule of Fees and Charges).

Health & Safety

16. You acknowledge and confirm that it is Your responsibility to ensure that You are in good physical condition and know of no medical or other reason why You should not use the Facilities and Services.
17. You acknowledge and agree that if You are unsure as to Your health You will not use the Facilities and Services until You have sought appropriate medical guidance and been cleared by Your medical practitioner to use the Facilities and Services.
18. You represent to Kingsway Indoor Stadium, its employees, instructors and its agents that You are physically capable of and there is no medical reason to prevent You from proceeding with the use of the Facilities and Services without endangering Your health. You acknowledge and confirm that You make this representation each and every time You use the Facilities and Services.
19. Kingsway Indoor Stadium recommends that You seek instruction or a demonstration from staff on any fitness exercise or activity prior to using its Facilities and Services.
20. You are to detail any medical conditions, either past or present which may affect Your ability to safely participate in Your membership and exercise routine in Your appraisal appointment or to Kingsway Indoor Stadium staff. By providing this information You declare that the information given will be true and accurate and not misleading in any way.
21. You acknowledge and agree that You will not use the Facilities and Services if You are suffering from any illness, disease, injury or other condition, You are aware of, that could be a risk to Your health or safety or that of any other Member.
22. A Kingsway Indoor Stadium instructor may request that You provide a written ‘fit for exercise’ medical clearance from a medical practitioner before proceeding with an exercise program. Failure to provide a medical clearance may result in the cancellation of Your membership by Kingsway Indoor Stadium. There will be no refund given for services provided up until the requirement of a medical clearance.
23. You acknowledge that strenuous exercise poses an inherent risk of harm if You are not versed in the correct use of the Facilities and Services or are not in good health or have a pre-existing medical condition or injury. If in doubt, You should consult with Your medical practitioner, before using the Facilities and Services.
24. You acknowledge and agree that Your use of the Facilities and Services is at Your sole risk and responsibility and that You will not use the Facilities and Services if You are not medically or emotionally fit to do so.
25. You acknowledge that Kingsway Indoor Stadium may suspend or cancel, in its absolute discretion, Your Membership if Kingsway Indoor Stadium has reason to suspect that You have not complied with these subclauses.

Assumption of Risk/ Injury and waiver of Claims

26. You acknowledge and accept that You are at risk of sustaining injury, permanent disability, or death while using the Facilities and Services.
27. You acknowledge that You will not hold Kingsway Indoor Stadium, as far as it is permitted by law, their respective owners, employees, volunteers, agents and/ or officers responsible or liability for any personal injury, damage or loss of property which may result while You are on Kingsway Indoor Stadiums premises or that may arise while using the Facilities and Services.
28. To You acknowledge that Kingsway Indoor Stadium provides no warranties for the Facilities and Services it offers. By agreeing to this, you release Kingsway Indoor Stadium from any liability for injury or loss you may suffer while on their premises or as a result of using their Facilities and Services. You acknowledge and warrant that You may be held responsible for any and all damages (whether direct or indirect) that You may cause to any and all of the Facilities and Services.

Your obligations

You agree and warrant:

29. You will familiarise Yourself with the access, layout, Facilities, Services, entries, and emergency exits at the Kingsway Indoor Stadium premises.
30. That You will not misuse the emergency systems. You agree that if You are found to have misused the emergency systems, You will be liable to reimburse Kingsway Indoor Stadium for any costs, loss or damage incurred by Kingsway Indoor Stadium including the Unauthorised Emergency Fee as a result.
31. To abide by any direction or instructions given on any signs, posters placed in and on Kingsway Indoor Stadium premises. You agree that any breach of those instructions/ directions constitutes a breach of this Membership Agreement.
32. That You will not allow any non-member to access or use the Facilities or Services. Any violation of this obligation may result in the cancellation of Your Membership.
33. You must inform Kingsway Indoor Stadium in writing should any of Your personal details change in the future.
34. That a first come rule applies to all classes held at Kingsway Indoor Stadium and that You as a member shall possess no greater right to class access than a casually paying member.
35. You will not allow any form of private business within the Facilities and Services without prior written consent from Kingsway Indoor Stadium.
36. That no Personal fitness trainers or sports coaches are permitted to advise or train members, clients or casual patrons of Kingsway Indoor Stadium without obtaining prior written consent from Kingsway Indoor Stadium.
37. That it is Your responsibility to ensure that Your Membership has not expired.
38. That Kingsway Indoor Stadium recommends You bring a towel to every workout and place it on upholstery of equipment and wipe down the equipment after each use.
39. That You are only allowed to consume water in the group fitness areas, no other food or drinks are permitted in these areas.
40. That You must wear appropriate active wear and enclosed shoes when using the Facilities and Services.
41. That You will not drop weights or weight stacks in such a way that possess a risk to the safety of Kingsway Indoor Stadium's employees or Members. The improper use or misuse of any fitness equipment will not be tolerated. Furthermore, the practice of not sharing equipment with other Members is not considered fair and reasonable. Should You not comply with this clause Kingsway Indoor Stadium may at its discretion cancel Your Membership or use of the Services or Facilities without any refund being applicable. Kingsway Indoor Stadium may also refuse You entry to its Services and Facilities on a casual fee basis or free visit pass.
42. You are not to behave or act in such a way that may be interpreted by Kingsway Indoor Stadium as abusive and/ or inappropriate towards its staff and/ or other Members, such behaviour or actions will not be tolerated by Kingsway Indoor Stadium. Should You not comply with this clause Kingsway Indoor Stadium may at its' discretion cancel Your Membership or use of the Services or Facilities without any refund being applicable. Kingsway Indoor Stadium may also refuse You entry to its premises and use of its Services and Facilities on a casual fee basis, free pass and/or promotional initiative at any future time.

Member Acknowledgement

You acknowledge that:

43. Kingsway Indoor Stadium may alter, and/ or cancel any class, activity program or access to facility space without notice and may at its own discretion change Your Membership as a result of the alteration or cancellation.
44. CCTV will be installed in appropriate areas. This will be monitored by staff to provide a safe environment for members and for crime prevention. You agree that when entering Kingsway Indoor Stadium premises You will be subject to video and audio surveillance.
45. Ongoing memberships are subject to an annual price review in accordance with the City of Wanneroo council approved and endorsed schedule of fees and charges.

Cancellations, Refunds and Transfers

You agree:

46. This Membership Agreement is subject to a Cooling Off Period of 7 days which starts on the day when the Membership Agreement is signed and ends 7 days after the day from when the Membership Agreement is signed. To cancel Your Membership during the Cooling Off Period You must do so in writing to Kingsway Indoor Stadium prior to the end of the 7-day time period. If You cancel Your Membership during the Cooling Off Period You will be refunded all monies paid by You prior to cancellation.
47. This membership agreement is subject to a 7 day cooling off period as per the Fitness Industry Code of Practice Regulations 2020. The agreement can be terminated without reason within this 7 day period by written notice to Kingsway Indoor Stadium. Any complaints in relations to Kingsway Indoor Stadium will be acknowledged within 7 days and kept on file. Kingsway Indoor Stadium will endeavour to resolve all complaints as quickly as possible.
48. Membership Fees for ongoing memberships will continue to be debited from Your nominated bank account or credit card until You or Kingsway Indoor Stadium cancels the arrangement. You must provide 30 days written notice in order to cancel Your Membership.
49. If You cancel this Membership Agreement or stop the direct debit in a manner not described in this Membership Agreement, then You may be liable to The City of Wanneroo for damages for breach of contract.
50. Kingsway Indoor Stadium may charge a cancellation fee and/ or any unpaid fees if You elect to cancellation Your Membership, unless the cancellation is due to extenuating circumstances, in that event Kingsway Indoor Stadium may recover any fees as is allowed by law. For the purposes of this clause extenuating circumstances are:
    a. Medical conditions with supporting documentation; or
    b. When You move outside of the Perth metropolitan area.
51. All applicants for membership refunds and/ or cancellations must be presented to Kingsway Indoor Stadium in writing with any supporting documentation.
52. If a cancellation is granted and a refund is required, You will be refunded a pro-rata amount from the date of the application to cancel Your Membership. Kingsway Indoor Stadium will refund any refunds payable to You within 7 days after the cancellation.
53. Direct debit memberships are not transferable or refundable.