



## CENTRE RULES AND INFORMATION

*Your Membership is for your exclusive use only.*

### NO CARD SHARING

- Bookings for group fitness classes are essential – follow this link for instructions on how to book phoenix.beattypark.com.au.
- Please ensure you read the back of the Membership Agreement for a full list of terms and conditions before signing.
- Your membership card will allow you to gain access to the Centre and will record your visits. Please either scan your membership card on the card reader at reception or the entry gates. Reception or gym staff will demonstrate scanning of cards at entry gates. If you are a full member you will need to use your card at the gym gates as well.
- To book your free appraisal, please see the gym reception or ring 9273 6087.
- Prior to starting a Group Fitness class please collect a coded docket from reception or book through our online portal.
- No docket = No class.
- Entry into the spa/sauna/steam room area requires a wrist band to be worn at all times which is issued at reception on entry with your membership ID. It is compulsory to use a towel in the sauna.
- Short term and long term lockers are available poolside near the change rooms or between Studio1 and Studio 2. Please see reception for prices. Pigeon holes are available in the gym area.
- If members bring valuables into the Centre, they acknowledge it is their responsibility to store or secure them safely. The Centre is not responsible for any unattended property.
- It is compulsory to use a towel during your workout in the Gym and Group Fitness Room. Please use it to cover the equipment and wipe down equipment after use. Please note we have a No Towel, No Workout policy and no glass is allowed in the Centre.
- The use of cameras and mobile phones in change rooms or toilets is strictly prohibited. To ensure privacy is maintained, the use of cameras, including mobile phones, is only permitted with immediate members of your group.
- Members must ensure appropriate dress standards are maintained in the Gym and Group Fitness classes. A shirt and closed shoes are required. No bathers to be worn in the Gym or Group Fitness Classes. It is the responsibility of each patron to return their weights to the original storage place after use.
- Members must be respectful of others, and must not engage in inappropriate behaviour which includes (but is not limited to):
  - distributing or using illicit substances in the Centre;
  - engaging in any commercial or business activities in the Centre;
  - engaging in any criminal activity;
  - harassing, threatening or being abusive (whether verbal or physical) to others; or
  - damaging or vandalising equipment or other facilities in the Centre.
- Children under the age of 16 years (this includes babies and toddlers) are not permitted in the Gym, Group Fitness Room or RPM room unless participating in an authorised program or where prior arrangement has been made with the Coordinator- Health and Fitness.
- Management reserves the right to restrict access, from time to time, by members to any part of Beatty Park Leisure Centre. All attempts will be made to give reasonable notice.
- Members are advised that the availability of some facilities could be restricted during peak times or during major events eg. Carnivals. Again, all attempts will be made to give reasonable notice.
- Creche facilities are available to children eight weeks to five years. Members receive a discount to the Creche. Bookings for the Creche are essential and parents/guardians must be on the premises at all times while the child is in the Creche. Children who attend the creche facilities must be up to date with the immunisations listed in the Childhood Vaccination table in the National Immunisation Program, be on a suitable 'catch-up schedule' under the Australian Immunisation Handbook or have an approved medical exemption such as natural immunity or a history of anaphylaxis after a previous vaccine, which is recorded on the Australian Immunisation Register. Proof of immunisation history may be required to be produced.
- Lost property will be kept at the Centre for up to 1 month, after which time it will be donated to Charity.
- Management reserves the right to refuse or cancel the Membership of any person.
- Interpretation of this Membership information shall be at the

discretion of the Centre Manager (acting reasonably).

- Members must adhere to all Local-law Regulations and signage relating to Beatty Park Leisure Centre.
- Consumption of alcohol on the premises is prohibited, except with the prior approval of the Manager.
- Any person under the influence of alcohol/drugs will be refused entry to the Centre.
- Discounts are available for ratepayers of the City of Vincent, full-time Australian students, Pensioners and Seniors. Current proof of residency (e.g. Rates Notice), full-time WA Student Card, Pensioner Card or Senior Card will be required.
- FIFO discounted memberships require an official company letter from human resources confirming employment and swing. Swing must be consistent and approximately 50% or more time away.
- All members get a 10% discount in the retail shop.
- Members must at all times comply with all laws, regulations and by-laws, and any posted procedures and restrictions relating to the use of the Centre.
- Members must not use the Centre while they have any diseases or illness that is transmissible by contact or air-borne particles.

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### OTHER FEES

**Refund Administration Fee:** an amount equal to the lesser of: (a) 20% of the Membership Fee for the balance of your membership term (being one month for ongoing memberships); or (b) \$50.00. This fee is payable if the member cancels the Agreement, including during the Cooling Off Period.

**Centre Use Fee:** a sum equal to the daily membership cost of services used prior to cancellation. This is also payable if the member cancels the Agreement during the Cooling Off Period.

**Key/Fob Fee:** \$5.00. This is payable where a member's card, key, fob or wristband is lost, stolen or damaged, or where details are updated.

**Transfer Fee:** \$35.00. This is payable when a member's application to transfer their membership is approved.

### SERVICES

The specific services available to the Applicant depend on the type of membership selected, and are outlined in the Membership Details section above.

### RESTRICTIONS/EXCLUSIONS

We may suspend or cancel your membership if: (a) you use the facilities when you are not in a good state of health, or there is a medical reason why you should not exercise; (b) if you engage in inappropriate behaviour; (c) if your direct debit fails; (d) you commit a Serious Breach of the Rules or this Agreement or (e) you commit repeated breaches of the Rules or this Agreement after receiving warnings from us.

### DIRECT DEBIT MEMBERSHIP

\*Direct Debit memberships are ongoing unless you are one of the following memberships ("Maximum Term Membership"), in which case the direct debit agreement will continue for a maximum term as follows:  
\*\*FIFO Membership - up to a maximum of 6 months DIRECT DEBIT ONLY

~Concession/Pension/DVA Card Holder - up to 12 months DIRECT DEBIT

ö Student – up to 12 months DIRECT DEBIT

+ Child Membership – up to a maximum of:

• 6 months PREPAID; or

• 12 month DIRECT DEBIT

♦ Off-Peak memberships are restricted to:

Monday-Friday: 10:00am - 3:00pm

Saturday: 10:00am - Close

Sunday/Public Holidays: Centre Hours

**We require 30 days written notification of cancellation.**

Forms are available at Beatty Park Leisure Centre, our website

**www.beattypark.com.au**

or a written request is acceptable via email

**reception.bp@vincent.wa.gov.au**

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*Thank you for joining Beatty Park, we hope you enjoy your experience here. If you require any further information or wish to provide feedback please do not hesitate to contact the centre on 9273 6080 or visit [www.beattypark.com.au](http://www.beattypark.com.au) for all the latest information.*

## TERMS AND CONDITIONS

1. When you apply for a membership, you must give the details noted on the Membership Application Form, and provide staff with photographic identification if requested. Full memberships are restricted to persons aged 16 years and above.
2. If you are under 18 years of age, your parent or guardian must sign on your behalf.
3. When you apply for membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health. If you apply for an Ongoing monthly direct debit membership, you acknowledge that our direct debit agent (currently Ezidebit Pty Ltd) may require your information, including bank account and/or credit card in order to set up a direct debit. By signing this Agreement, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy, as amended from time to time. In particular, you consent to the disclosure and use of your personal information in order to provide our services and facilities to you. You can access our privacy policy at <https://www.beattypark.com.au/privacy.aspx>.
4. You acknowledge that all members are required to have their photo taken at the Centre. This image will appear on the membership database for identification.
5. Upon your membership being approved, you will be given either a membership card, key, fob or wristband. You acknowledge that whichever item is provided it is required in order to gain entry to the Centre. You must not let anyone else into the Centre without the approval of Centre staff or let anyone else use your membership card, key, fob or wristband.
6. A fee of \$5.00 (**Key/Fob Fee**) will be charged for a replacement card, key, fob or wristband if yours is lost, stolen or damaged, or wish to update it. Members that are renewing/upgrading their membership are required to retain their original membership card.
7. If you change your mind after joining, you have a 7 day cooling off period (**Cooling Off Period**) which commences on the Start Date specified in the Membership Application Form. To cancel during the Cooling Off Period, you must let us know in writing which can be given to us personally, by post or by email. The Agreement will terminate on the date we receive your notice.
8. If you cancel your membership during the Cooling Off Period, a refund fee of (**Refund Administration Fee**): (a) 20% of the total refund of the monthly Membership Fee for Ongoing memberships or 20% of the total refund of the balance of the annual Membership Fee for fixed term memberships as the case may be or (b) \$50 (the lesser of the two) will be charged. A Centre Use Fee will also be calculated and charged equivalent to the daily membership cost of services used when cancelling during the Cooling Off Period.
9. **THIS AGREEMENT WILL CONTINUE FOR A MAXIMUM OF 12 MONTHS ON A STUDENT/CHILD/PENSION/CONCESSION DIRECT DEBIT MEMBERSHIP, OR A MAXIMUM OF 6 MONTHS ON A CHILD PREPAID MEMBERSHIP/FIFO DIRECT DEBIT MEMBERSHIP**, or until either party terminates it in the way described in the Agreement. All other agreements will continue until either party terminates it in the way described in the Agreement, or a Fixed Term prepaid membership period comes to an end and is not renewed. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account:
  - (a) for a maximum of 12 months where you are a student, child or pension/concession/DVA card holder;
  - (b) for a maximum of 6 months where you are FIFO worker; or
  - (c) until you or your fitness centre cancel the arrangement by notifying in writing.
10. You acknowledge and agree that membership fees:
  - (a) for Ongoing memberships shall be automatically direct debited a month in advance; and
  - (b) are not based on how often you use the Centre. For Ongoing memberships, your membership will continue until you terminate it in accordance with clause 24 below, even if you don't use the Centre.
11. As Ongoing memberships can be terminated on 30 days' written notice, you will not be entitled to any refund for any period before that notice expires.
12. You agree to pay all fees payable under this Agreement by their due date for payment. You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.
13. When you sign this Agreement and each time you use the Centre's facilities and services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the facilities and services until you have sought appropriate medical guidance and been given clearance to do so. You must not use the facilities and services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of others.
14. You agree to give us all relevant personal, health and fitness information both before and during the course of any exercise program or other activity. However, you acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death. You represent and warrant that information you give us will be true and accurate and not misleading in any way.
15. We may suspend your membership or terminate this Agreement if you have not complied with clauses 12- 14 above.
16. Your Membership Fees (including other fees such as the Other Fees specified in the Summary of Key Details above) may be varied during the term of the agreement. We will use reasonable endeavours to notify you in advance of any fee changes.
17. If your membership fees are varied, you authorise any debits from your nominated account to also be varied.
18. You agree to take care to use the Centre's facilities and services safely and properly. If you are ever not sure how to operate any equipment properly, you must ask Centre staff before you use it.
19. The Centre's Conditions Rules & Information (**Rules**) form part of this Agreement so you must make sure you read, understand and follow them at all time. If you break any of the Rules we will respond in an appropriate manner (acting reasonably). For example, in less serious cases, we may give you a warning but in serious cases (or where you have repeatedly broken Rules) we may suspend or cancel your membership. If your breach causes us or another person loss or damage, you agree to indemnify us for such loss or damage within a reasonable time of demand.
20. We may sometimes make changes to these terms and conditions, including the Rules. If we do this, we will use reasonable endeavours to provide you with advance notice, and we will give you an opportunity to cancel your membership if you are adversely affected by the change and do not agree to it.
21. Your membership may be suspended or this Agreement terminated where you engage in inappropriate behaviour which includes (but is not limited to) the following:
  - (a) distributing or using illicit substances in the Centre;
  - (b) engaging in any commercial or business activities in the Centre;
  - (c) engaging in any criminal activity;
  - (d) harassing, threatening or being abusive (whether verbal or physical) to others; or
  - (e) damaging or vandalising equipment or other facilities within the Centre.
22. You agree to follow any reasonable directions of any Centre staff relating to health, safety or security related matters.
23. You agree to promptly pay for any loss or damage to the Centre or its facilities caused by you or your guests.
24. Direct debit memberships can be cancelled by giving us at least 30 days prior written notice, which can be given in person, by post or by email. Suspensions cannot be applied during this period and will be removed to process the 30 day notice period. This Agreement will terminate on the expiry of the notice period and you will be liable to pay membership fees incurred for the time you were a member of the Centre (calculated on a pro rata basis), including any other unpaid fees in relation to the Agreement. For example, where the Start Date is on the 22nd of each month, if you cancel on the 30th of July, your membership will terminate on the 29th of August and a prorated direct debit amount will deduct on the 22nd of August for the period 22nd to 29th of August (inclusive).
25. We will respond to a notice given under clause 24 above within 7 days of receipt confirming:
  - (a) the amount of the last payment due under this Agreement; and
  - (b) the date that the termination takes effect.
26. You may terminate this Agreement at any time by written notice to us where you produce a medical certificate stating that you cannot use the Centre because of a permanent illness or physical incapacity. This Agreement will terminate on the day we receive the notice and medical certificate, and you will be liable to pay the Refund Administration Fee and any unpaid fees in relation to the Agreement up to the date of termination. We may also, in our discretion, allow you to terminate this Agreement if you move from the City of Vincent's district, and provide evidence of your move.
27. Where the Agreement is terminated pursuant to clause 26 above, we will refund you a proportion of your membership fees representing the unused part of the Agreement (**Refund**), less the Refund Administration Fee. We will process the Refund within 7 days after the day on which the termination takes effect.
28. You acknowledge and agree that you may be liable for damages for breach of contract if you terminate the Agreement in a manner not described in the Agreement.
29. Where this Agreement is cancelled, we will cease all direct debit payments upon receipt of all outstanding amounts due by you under this Agreement.
30. We may terminate this Agreement immediately and without notice:
  - (a) if you commit a Serious Breach;

- (b) if you have repeatedly breached these terms and conditions or the Rules after receiving warnings from us; or
  - (c) otherwise if your breach cannot be remedied.
- In this clause 30, a "Serious Breach" includes:
- (i) distributing or using illicit substances in the Centre;
  - (ii) engaging in any criminal activity;
  - (iii) harassing, threatening or being abusive (whether verbal or physical) to others;
  - (iv) damaging or vandalising equipment or other facilities within the Centre; or
  - (v) cancelling your direct debit arrangement prior to this Agreement ending.
31. We will endeavour to notify you approximately 2 weeks before the expiry of any Fixed Term or Maximum Term Membership. If, after receiving our notice, you wish to renew your membership, you agree to sign a new Membership Application Form. Further, if you are:
    - (a) a Concession/Student/Senior/Pension/DVA Card Holder; or
    - (b) on an Insurance or FIFIO membership,
 you also agree to provide us with such information or documentation as requested by us (e.g. proof of employment or a valid student ID card).
  32. To the extent permitted by law, we will not be liable under this Agreement or otherwise under statute or common law for any loss, damage or inconvenience arising in connection to:
    - (a) any accident or injury (including fatality) to any person admitted to the Centre that may occur in Centre or within the grounds of the Centre except where and only to the extent that the relevant incident is caused directly by our negligence (including the negligence of our employees or agents);
    - (b) any accident or injury, including any fatality, to any person using the Centre's equipment or facilities which is caused by a failure of the person to follow the instructions relating to the proper use of the equipment or facility unless and only to the extent that the relevant incident is caused directly by our negligence (including the negligence of our employees or agents);
    - (c) damage to or loss of your personal property or that of your guest at the Centre except where and only to the extent that damage or loss is caused directly by our negligence (including the negligence of our employees or agents); or
    - (d) any costs or damages incurred in relation to any death, injury, damage, loss or cost suffered or sustained by you or your guest arising in connection with your use, or your guest's use, of the Centre's car park and you release and indemnify us against all such loss.
  33. We exclude any liability in respect of any physical or mental injury (including your death) of which we might otherwise have had arising under the consumer guarantees relating to the provision of services under this Agreement. However, this exclusion does not apply if your death or injury is caused by our "reckless conduct", as that term is defined in 139A of the Competition and Consumer Act 2010.
  34. If you have any concerns or complaints about the Centre, its facilities or your membership, you should raise it with Centre staff. Alternatively, you may send a complaint to: [reception.bp@vincent.wa.gov.au](mailto:reception.bp@vincent.wa.gov.au). We will use reasonable endeavours to resolve your complaint quickly and fairly, and a response indicating the complaint has been received will be made within 7 days. Complaints will be handled using both City of Vincent's and the Fitness Code of Practice Guidelines. Breaches of the Code should, in the first instance, be directed to the Centre and only referred to the Department of Mines, Industry Regulation and Safety where they have not been resolved to your satisfaction. A copy of each complaint will be placed on file.
  35. Memberships must be suspended prior to any absence by completing the Membership Suspension Application Form which can be provided to us in person, by post or by email. Membership cards are deactivated during the suspension period. Minimum suspension period is one week (7 days). There is no suspension option for one month memberships.
  36. The maximum suspension time for other members are:
 

Direct Debit	=	8 weeks (per calendar year)
Direct Debit FIFO	=	4 weeks
12 months	=	8 weeks
  37. You acknowledge and agree that there will be no backdating of direct debit suspension.
  38. You must provide us with a minimum of 5 business days' notice in advance for direct debit suspensions.
  39. Subject to clause 40(c) below, if you are on a 12 month prepaid membership and wish to transfer your membership to an existing member or new member, you must submit a written request to the Coordinator Health & Fitness or the Centre Manager (either in person, by post or by email).
  40. You acknowledge and agree that:
    - (a) we reserve the right to deny any request to transfer membership at our sole discretion;
    - (b) if your transfer request is authorised, you must pay us a \$35.00 Transfer Fee;
    - (c) you are unable to transfer your membership if you are on a monthly direct debit or have prepaid membership fees up to one month;
  - (d) all of your membership conditions (including remaining suspension allowance) will be transferred to the transferee; and
  - (e) the transferee must complete a membership form and agree to these terms and conditions and the Rules.
41. We reserve the right to refuse access to or close the Centre (e.g. due to an emergency or if required by law) and will use reasonable endeavours to provide notice of any closures in advance. Where we are required to close the Centre:
    - (a) your membership will be automatically suspended until the Centre is reopened. If you are on a prepaid membership, the maximum term of your membership shall be extended by the number of days of the suspension; and
    - (b) if you are on a direct debit membership, and you have been debited a month in advance, you will be automatically credited an amount equivalent to the number of days you have paid, prorated depending on the direct debit date and membership type.
  42. We shall not be liable for any failure to perform or comply with any term of this Agreement if such failure is caused by any circumstances beyond our reasonable control, including, without limitation, act of God, fire, war, insurrection or other armed conflict, riot, vandalism or sabotage, strike, lockout, ban, transport accident or congestion, pandemic, epidemic, quarantine of persons or goods, limitation of work or other industrial disturbance or any law, rule, regulation, order, requirement or restraint imposed by any government or governmental agency whether local, state, national or international.
  43. This Agreement is governed by and are to be construed according to the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.
  44. If any part of this Agreement is, or becomes, void or unenforceable, that part is, or will be, severed from this Agreement so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.
  45. A failure to exercise or delay in exercising any right, power or privilege by any party will not operate as a waiver of that right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any right, power or privilege. A purported modification, variation or amendment of these Terms or any waiver of any rights of any party shall not have any force or effect unless and until the same is in writing, executed by the parties or, in the case of a waiver, is executed by the party whose rights are thereby waived.
  46. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and contains all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Agreement as at the date of this Agreement. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.