

Week Pass Agreement Terms and Conditions



The Bay of Isles Leisure Centre, Black Street, Esperance, WA 6450, boilc@esperance.wa.gov.au (The "Centre")

The Centre is managed by the Shire of Esperance. ABN: 60 034 434 085.

These are the terms and conditions of the week pass agreement (The "Agreement") between you (The "Pass Holder") and the Centre.

Administration

1. This week pass is for the exclusive use of the contracted member and may not be shared or transferred on a day-to-day basis.
2. It is the pass holder's responsibility to advise of any changes to name, address, email address or phone number.
3. Contract holders who have any arrears on their account must first settle their account prior to accessing the facility.
4. Where an access card is lost or damaged the pass holder is required to obtain a replacement card free of charge.
5. You will be required to have your photo taken upon joining, which will be stored in our digital point of sale data base.
6. The Centre will use SMS and email as the primary method of communication.
7. The facilities are available to the general public and not exclusively for pass holders.
8. The Centre may as reasonably necessary, with no compensation -
 - a. Hold programmed events with these activities taking precedence over normal public entrance inclusive of membership entitlements.
 - b. Close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons.
 - c. Change the hours of opening and closing, including closures for Public Holidays.
 - d. Review, change or modify scheduled programs at any time.
 - e. Amend any provision of this Agreement and/or Centre Terms and Conditions from time to time with immediate effect.

Where this occurs, the Centre will endeavor to provide reasonable notice in a manner we deem appropriate.

9. The Centre reserves the right to transfer, assign or novate your membership including this Agreement if the Shire of Esperance lease the Centre to another service provider.
10. Unless authorised in writing by you or authorised or required under written law we will -
 - a. Not use or disclose to another person any of your personal information we may obtain.
 - b. Take reasonable steps to ensure our employee to not use or disclose to another person, personal info we may obtain.
11. We are required to comply with the *Fair Trading (Fitness Industry Code of Practice) Regulations 2020*.
12. Complaints can be lodged by completing a feedback form at reception or via admin email¹.

Liability

1. By signing the Agreement, you -
 - a. Are declaring you are medically and physically able to participate in physical activity, and understand and accept the adherent risks of undertaking exercise.
 - b. Agree to conduct yourself in a controlled and reasonable manner at all times, while undertaking exercise refrain from using any equipment in a manner inconsistent with its intended design and purpose, understand and acknowledge that the use

of exercise equipment involves risk of sustaining serious injury, including permanent disability and death.

- c. Acknowledge and agree that you release and discharge the Centre from all liability for loss, damage or injury which you may sustain.
- d. Are aware and understand that the gym may be unsupervised at any time and assume the additional risks and responsibilities associated with using an unsupervised gym facility.
- e. Indemnify the Centre to the extent permitted by law in respect of any claim by any person arising as a result of or in connection with your membership and/or participation in any of our activities
- f. Acknowledge this release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by the negligent act or omission of others.

Breach of Terms and Conditions

1. Breach of Week Pass (this Agreement) and/or Centre Terms and Conditions (displayed throughout the Centre) will result in a warning, any further breach may result in your week pass being cancelled.
2. Centre staff reserve the right to refuse entry or remove you from the facility if you fail to comply with these Terms and Conditions.
3. You agree to pay for any loss or damage to the Centre or the Centre's facilities caused by you through wilful, wrongful or negligent act or as a result of your breach of this Agreement.

Cancellation

Cancellation of week passes are not accepted and are non-refundable.

Suspension

Suspensions of week passes are not accepted.

Transfer or Change of Membership

Transferring or change of week passes are not accepted.

Week Pass Entitlements and Minimum Terms

1. You are entitled to the services as outlined under the week pass type stated on your Agreement. If you do not use all or part of the range of services under your week pass type you must still continue to meet the responsibilities under this Agreement.
 - a. Aquatic week passes include access to 25m Lap pool, Leisure pool, Hydrotherapy pool, Spa pool and Sauna.
 - b. Complete Fitness week passes include the above Aquatic entitlements along with all group fitness classes and the use of the gymnasium. Creche access not included.
2. All week passes have a contractual term of 7 consecutive days.

References

Additional documents referred to above are available electronically via Shire of Esperance Webpage or upon request.

¹ Admin Email - boilc@esperance.wa.gov.au

Online - www.esperance.wa.gov.au