

# AUSA Facility Membership Agreement

## 1. The Agreement

The terms set out below, together with the [AUSA Rules](#) and the following completed documents:

- (a) Membership Sign Up Form;
- (b) Membership Induction Form;

make up all of the terms of a Membership Agreement (“Agreement”) between, the member named above (“you”), and AUSA Hoops Pty Limited (ABN 89 602 900 532 (“us”). It is important that you have read and understood all of the terms and conditions of the Agreement before signing these Terms. If you have any questions please ask us.

## 2. Facility Usage

### 2.1 Tailgaters

Only AUSA Facility Members are allowed to use AUSA facilities. If an AUSA Facility Member assists a person without an AUSA Membership to access and use the facility, that AUSA Hoops Member will be deemed responsible and charged a Sneak in Fee of \$50 for every non-member they bring into an AUSA Facility. This includes:

- (a) allowing people to ‘tailgate’ in through the front door; and
- (b) allowing non-members to use the AUSA equipment.

### 2.2 Tempus Gym Usage (Thornleigh Facility Only)

AUSA Facility members are only allowed to use the basketball court and bathrooms in the Tempus facility (Thornleigh). AUSA Facility members are not allowed to use the weight rooms, classrooms, pool or other areas unless they have a separate Tempus membership. AUSA Facility members will be charged \$50 (this is the Tempus daily rate plus administration fees) for any and every misuse of the Tempus facility. This policy will be enforced strictly and is reviewed with security cameras. Any infringements will be directly debited from a Member’s payment account.

### 2.3 Duress Alarms

The AUSA Facilities are equipped with Duress Alarms that can be activated in case of emergency. These silent alarms notify an external security team and often result in the call out of emergency services. In the event a member initiates a false alarm, the member will be charged a \$5000 fee.

## 3. Membership Start Date

Your membership will commence on the “Membership Start Date” set out on your Membership Application Form provided that:

- (a) you have agreed to the Terms and Conditions within this document; and
- (b) we have received your Activation Fee and Pro Rata Payment as set out in your Membership Sign Up Form.

## 4. Membership Length

### 4.1 Commitment Period(s)

Your Commitment Period includes an Initial Commitment Period and may also include Ongoing Commitment Periods. As an AUSA Facility member, you are committed to the Initial Commitment Period from the start of the first fortnightly billing period following your Membership Start Date set out in your

Membership Application Form (“Initial Commitment Period”). On completion of your Initial Commitment Period, on the end date set out in your Membership Application Form, your membership will automatically renew for further One-Fortnight Commitment Period (“Ongoing Commitment Periods”) unless your membership is terminated in accordance with paragraph 8 or you provide us with notice that you wish for your membership to end on the expiry of the Initial Commitment Period which we must receive at least 3 days prior to the end of your Initial Commitment Period. Each Ongoing Commitment Period will begin on the first day after your previous Ongoing Commitment Period ends.

### 4.2 Suspend or “Freeze” your membership

If you wish to suspend or “freeze” your membership, simply let us know by email at least 3 days before your direct debit date. Your membership may be frozen for 2 or more consecutive whole fortnightly billing periods (a minimum of 4 weeks to a maximum of 12 weeks, but the freeze must cover the entire billing period - i.e. cannot resume or begin a freeze in the middle of a billing cycle). You will not be able to use any venue when your membership is frozen. A freeze of your membership will also freeze the calculation of your Initial Commitment Period. No freeze fee applies.

### 4.3 Cooling Off Period

You may notify us by emailing your Home Venue, that you wish to cancel your membership within 14 days starting on the date that you sign these Terms (“Cooling Off Period”). We will require you to visit your Home Venue to return the access tag. If this is not returned, you must pay a Replacement Tag Fee (\$40). If you do so, we will refund your Pro Rata Payment which you have paid to us upon return of the access tag, gifts and any other documentation which we have provided to you upon joining. If you have used your membership during the Cooling Off Period, we will refund those amounts set out above, less the Casual Visit Fee for each visit, the fees for any Private Coaching, or other Venue services you have received and a reasonable administration charge.

### 4.4 Renewal of Contract

If you have purchased any upfront annual contract, your contract will automatically renew at the end of the annual period into a new contract for fortnightly payments. Payments will be based on the payment method chosen at the time of purchase. You will be notified in writing at least 30 days before the end of your annual contract of the renewal and the amount of the new contract, and you have the right to cancel the renewal at any time before the annual contract ends by giving written notice to the facility.

## 5. Membership dues and fees

### 5.1 Activation Fee

Other than as stated in paragraph 4.3 the Activation Fee stated in your Membership Sign Up Form is non-refundable and is payable by you when you sign these Terms. If your membership is terminated for any reason and you subsequently wish to rejoin any Venue, you will need to pay the Activation Fee and Membership Fees applicable to that Venue at that time.

### 5.2 Membership Dues and Service Costs

As an AUSA Facility member you are personally responsible for payment to us of the Membership Dues and any other ongoing payments set out in your Membership Sign Up Form as they fall due, this is inclusive of Blueprint Program payments. As a member, your Membership Dues are payable for the whole of your Initial Commitment Period at the total cost. Your Membership Dues are due for the whole of each fortnightly billing period even if your membership is terminated during that fortnightly billing period (unless you have terminated under paragraph 8.2(b)). Membership Dues vary depending on your type of membership. You must pay the Membership Dues applicable to your Home Venue and your Membership Type at the relevant time. You may only pay your Membership Dues in advance by direct debit or periodic credit card authority under your Membership Sign Up Form. No other form of payment will be accepted. You will not be allowed to access the Venue if your Membership Dues remain outstanding. We will collect any outstanding amounts and any charges we incur from late payment. If you have a genuine dispute in relation to the collection of outstanding amounts or the charges we incur, please contact your Home Venue via email.

### *5.3 Changes to Membership Dues*

Your Membership Dues are fixed for the Initial Commitment Period. Upon the expiry of the Initial Commitment Period, AUSA Hoops reserves the right to update your Membership Dues to the Membership Dues applicable to your Venue at that time. This may result in an increase to your Membership Dues after the Initial Commitment Period. We will give you at least 14 days notice of any change and the date from which the change will apply by emailing you at the email address you have provided to us, or by writing to you. After the Initial Commitment Period, if you do not wish to accept an increase in your Membership Dues you may terminate your membership in accordance with paragraph 8.1. If you do not terminate your membership you will be required to pay any revised Membership Dues from the date from which the change becomes effective and your direct debit payments or credit card payments will be amended accordingly. All Membership Dues include goods and services tax (GST). We reserve the right to change your Membership Dues in line with any government GST rate changes, even if you are in your Initial Commitment Period.

### *5.4 Other membership fees and charges*

Any fees or charges that may be payable for additional services and facilities, such as Replacement Access Tag Fees, will be set out in the relevant Home Venue price list (as may be amended by us from time to time) available by emailing your Home Venue.

## **6. Can you transfer your membership to another person?**

No, you may not transfer your membership to another person or to a family member. Your membership is a personal membership.

## **7. Membership type**

### *7.1 Can you change your Membership Type?*

Yes, you may change your membership to another Membership Type as long as the new membership is of greater cost. When changing Membership Type, your Initial Commitment Period will be recalculated to be the longer of your current Initial Commitment Period and the new Membership Type Initial

Commitment Period. You must visit your Home Venue to change your Membership Type and give at least 3 days notice prior to the start of your fortnightly billing period from which you want the change to be effective.

### *7.2 Access*

All members over the age of 12 are able to access any facility 24/7. Members under the age of 12 may only visit during specific staffed hours. AUSA Hoops reserves the right to change the availability of the venue, coach and scheduling of classes or any other organised sessions.

### *7.3 Facilities*

AUSA Hoops reserves the right to adjust the availability of certain facilities, or we may need to move your Home Venue to a nearby venue on a temporary or permanent basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions, expiration of lease and holidays. If your Home Venue is not available for more than seven days in a row, excluding during public holidays, you can ask us for a credit against your Membership Dues for the period that your Home Venue is not available provided you do not use any other Venue during that period.

## **8. How can your membership be terminated?**

### *8.1 Termination by you after the Initial Commitment Period*

After the Initial Commitment Period, you need to complete the Member Cancellation Form which you can access from the Front Desk of any AUSA Facility or emailing your home club and asking for the form. There will be a period of notice of 14 days unless otherwise specified, from the date of submission of the Member Cancellation Form to the date of termination, during which any payments that fall due must be paid in full. The notice period will exclude freeze or payment break time applied to your membership.

- Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by AUSA Hoops.
- You shall not consider that your Agreement has been terminated until such time as this is confirmed in writing to you by AUSA.

You must return your access tag upon cancellation to avoid paying a Replacement Tag Fee. The Blueprint program is automatically terminated after the initial commitment period.

### *8.2 Reasons for ending your membership early*

(a) If you wish to terminate your membership prior to the completion of your Initial Commitment Period you may do so by completing the Member Cancellation Form which you can access from the Front Desk of any AUSA Facility or emailing your home club and asking for the form. There will be a period of notice of 14 days unless otherwise specified, from the date of submission of the Member Cancellation Form to the date of termination, during which any payments that fall due must be paid in full. The notice period will exclude freeze or payment break time applied to your membership.

- A fee of the lesser of the Early Termination Fee (\$200) or the amount outstanding by you under this agreement will be payable. The Early Termination Fee must be

paid by you at your Home Venue for your termination to be processed.

- Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by AUSA Hoops.
- You shall not consider that your Agreement has been terminated until such time as this is confirmed in writing to you by AUSA.

You must return your access tag upon cancellation to avoid paying a Replacement Tag Fee. For Blueprint programs, the remainder of your dues must be paid.

(b) You may terminate your membership immediately by emailing your Home Venue at their associated email address, and attending your Home Venue to finalise your cancellation, within 30 days of any of the following occurring:

(i) We increase your Membership Dues other than in accordance with paragraph 5.3.

(ii) We close the whole of your Home Venue for any reason for a period of 30 days in a row or longer, excluding public school holidays.

(iii) We make changes to these Terms or the Venue Rules under paragraph 12 that significantly reduces the benefits of your membership.

(iv) We breach any terms of this Agreement and fail to rectify that breach within 14 days of you giving us notice to do so.

(c) You may also terminate your membership immediately by emailing your Home Venue at their associated email address, and attending your Home Venue to finalise your cancellation, within 60 days of any of the following occurring:

(i) You are unable to use a Venue because of a genuine and serious illness or injury for a period of at least three calendar months. You must provide reasonable professional evidence of your illness or injury such as a doctor's certificate or a letter from a hospital stating you are not fit to resume basketball activities. Your membership will terminate at the end of the current fortnightly billing date provided that we receive your notice at least 3 days prior to the start of the next fortnightly billing date. Canceling membership due to injury will incur the Early Termination Fee at the discretion of AUSA.

(ii) You become bankrupt and provide us with reasonable evidence such as copies of Court documentation or orders. Your membership will terminate at the end of the current fortnightly billing date provided that we receive your notice at least 3 days (i.e. by close of business Friday) prior to the start of the next fortnightly billing date.

### *8.3 Termination by us:*

We may terminate your membership immediately by emailing or writing to you at the contact addresses we have on our records:

(a) If you commit a serious or repeated breach of these Terms or the AUSA Rules.

(b) If you otherwise breach these Terms or the AUSA Rules and the breach, if capable of remedy, is not remedied within 14 days of us giving you notice to do so and informing you that your membership will be terminated if you fail to do so.

(c) If any part of your Membership Dues remains unpaid 28 days after falling due.

(d) If you provide us with details which you know to be false when applying for membership and these false details may have affected our reasonable decision to grant you membership.

If we terminate your membership for any of these reasons we may (without limiting any other right or remedy) recover any other reasonable costs and expenses we incur as a result of your breach and to collect the full amount of Membership Dues for the remainder of the then current fortnightly billing period, any arrears and any applicable Early Termination Fee.

### *8.4 Cost of Recovery*

We will collect any Coaching, Program and Membership Dues and fees (including any applicable Early Termination Fee) that are outstanding when your membership is terminated. Including if we terminate the contract for a breach of these Terms or the AUSA Rules. The Customer shall pay for all costs incurred by AUSA Hoops (including costs for which that AUSA Hoops may be contingently liable) in any attempt to collect any monies owed by the Customer to AUSA Hoops under this Agreement including debt collection agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.

## **9. Private Coaching and Training Services**

### *9.1 Session Cancellation Notice*

Coaching sessions must be cancelled by the client a minimum of 24 hours before the session is scheduled to begin. If the client fails to cancel more than 24 hours before the session, the client will be charged 100% of the session fee. All clients will be entitled to a one-off exemption from paying the session fee if they fail to provide the minimum notice in accordance with this clause.

### *9.2 Arrears*

If you are in arrears on making Program Payments, you will not be permitted to train or use any of the facilities until all outstanding amounts are paid.

### *9.3 Late Arrivals*

Clients who arrive late to their session will be allowed to train for the remainder of their scheduled session time.

### *9.4 Program Payments*

Program Payments are defined as the ongoing/one-off payments associated with Private Coaching and Blueprint programs.

## **11. What are the AUSA Rules?**

The [AUSA Rules](#) govern your use of your Home Venue. In becoming a member you agree to comply with the AUSA Rules which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your guests and visitors while they are using the venue.

## **12. Changes to these Terms or the AUSA Rules**

We reserve the right to make reasonable amendments to these Terms or the AUSA Rules at any time. We will give you at least 14 days' notice by emailing you, or writing to you to tell you that changes are being made and that you may see the amended Terms or AUSA Rules on our website. If any amendment to these Terms or the AUSA Rules significantly reduces the benefits of your membership you have the right to terminate your membership under paragraph 8.2(b).

### **13. How should you contact us?**

Any written notice should be sent to your Home Venue's email. Only notices delivered to us in this way will be considered valid notice.

### **14. Risk and your health**

Exercising may involve the risk of injury and you exercise at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have received. If any unusual symptoms occur, immediately stop what you are doing and notify a staff member. A staff member can be notified via social media, email or in person.

### **15. Liability**

#### *15.1 Recreational Activities*

In the course of exercising or engaging in any activities at an AUSA Facility Venue, if you are killed or injured, we will not be liable except to the extent caused by our gross negligence. In this paragraph:

- (a) gross negligence, means as defined in paragraph 15.2 below; and
- (b) recreational activities, means your participation in a sporting activity or a similar leisure pursuit or your participation in any other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of recreation, enjoyment or leisure. Please refer to the warning notice in paragraph 15.2 below which we are required to provide to you if you are in Victoria under the Australian Consumer Law and Fair Trading Act 2012 in relation to this limitation on our liability.

#### *15.2 Warning under the Australian Consumer Law and Fair Trading Act 2012*

In this warning, references to "the supplier" mean us, and references to "you" mean you and your child (if you have agreed to these Terms on behalf of a child).

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth;

By signing or accepting the terms of this form, you agree that the liability of the Provider in relation to the activities (as defined by the Competition and Consumer Act 2010 (Cth), the Consumer Affairs and Fair Trading Act (NT) and the Australian Consumer Law) and recreational activities (as defined by the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:

- (a) Deaths;
  - (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
  - (c) The contraction, aggravation or acceleration of a disease;
  - (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
    - (i) That is or may be harmful or disadvantageous to you or the community; or
    - (ii) That may result in harm or disadvantage to you or community;
- That may be suffered by you (or a person for whom or on whose

behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded. You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the Civil Liability Act 2002 (WA) and section 5N of the Civil Liability Act 2002 (NSW).

#### *15.3 Liability for supply of other services*

Without limitation to paragraphs 14.1 and 14.2 and any other terms which are implied into this Agreement; or by statute in relation to the supply of services which cannot be excluded or limited, we will ensure that the services that we provide to you are provided with due care and skill, are fit for the purpose for which they are commonly bought as is reasonable to expect in the circumstances, will correspond in the nature and quality with the services demonstrated to you, and are free from any defect rendering them unfit for the purposes for which our services are commonly acquired.

To the extent permitted by law, and again without limiting paragraphs 15.1 and 15.2, unless we have breached these obligations we will not be liable for any death, injury, loss, liability or damage that you may incur as a result of the services provided by us to you.

#### *15.4 Indemnity continuing*

The indemnities provided herein is an additional, separate, independent and continuing obligation which survives the termination of this agreement.

#### *15.5 Limitation of Liability*

To the maximum extent permitted by law, AUSA Hoops and its representatives expressly:

- (a) (Disclaimer of warranties) disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the services provided by AUSA Hoop, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Without limitation to the foregoing, AUSA Hoops and its representatives make no representation, and provide no warranty or guarantee that: (i) you will achieve any particular results from the provision of the services; (ii) any particular individuals will perform the services on behalf of AUSA Hoops; or (iii) the services will be (A) error-free or that errors or defect will be corrected; or (B) meet your requirements or expectations; and (b) (Limitation of liability) limit our aggregate liability in respect of any and all claims for any losses that you may bring against AUSA Hoops under this agreement or otherwise in respect of the services to the following remedies: (i) those outlined under paragraph 7.3; and (ii) credit or refund of any amounts paid by you to AUSA Hoops under this agreement.

### **16. Additional terms**

You must keep us up to date with your contact details by updating the client portal. In the event that this is not done and your contact details change, notice given by us to the email or other address we have on our records for you will constitute valid notice to you under these Terms.

We may transfer our rights and obligations (or both) under this Agreement, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If the other organisation fails to provide the same (or equivalent) facilities and services we provided, you may end your membership upon emailing your Home Venue of your intent to cancel and returning your access tag at the Venue.

If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights. Also if we fail to notice or act if you break any of the terms of this Agreement, this does not mean that your behaviour is acceptable. If a Court decides that a term of this Agreement is not valid or cannot be enforced, that term will not apply but this will not affect the rest of the Agreement. This Agreement is subject to the laws of the State where your Home Venue is located.

#### *16.1 First Aid Administration*

I hereby authorise the coaches and/or the venue staff present during the period of the event to administer first aid and/or organise medical/hospital treatment as they see necessary, at my expense.

#### *16.2 Responsibility*

I, and if being a minor, my parent/s or guardian/s on behalf of myself, understand that AUSA Hoops will take no responsibility for accident, loss or injury suffered by myself /my child during the course of the activity. I declare that the stated participant is physically and mentally fit to participate in all sporting activities for the length of the event.

#### *16.3 Privacy Policy*

AUSA Hoops respects the privacy of all individuals we deal with in handling personally identifiable information about individuals. We comply with the National Privacy Principles standards. All information collected by AUSA Hoops is solely for the purpose of providing better and more efficient activities to our participants. This will include contact details and may include necessary sensitive information. Please note by registering your interest with AUSA Hoops, you hereby acknowledge that AUSA Hoops may use your personal or contact information for the above purposes or for our marketing purposes from time to time (in accordance with the [AUSA Privacy Policy](#)). In obtaining your information, we do so in strict accordance with the Privacy Act.

#### *16.4 Unavailability of Facility or Services*

As a requirement of enrollment, AUSA Facility participants, attendees, parents/guardians accept that a particular facility or service within Centre/Venue may be unavailable at any particular time due to a prior booking, mechanical breakdown, fire, act of God and loss or leave, or any other reason. Therefore, AUSA Facility participants/attendees/parents/guardians agree not to hold the venue or AUSA Hoops responsible or liable for such occurrences. AUSA Hoops reserves the rights to vary, add or eliminate from time to time any of its facilities or services.

#### *16.5 Conduct within Venue*

Management/ Coaching Director/ Coaching staff reserves the rights to refuse entry, cancel enrolment, or request a student, participant, parent/guardian to leave the premises if that person

does not behave in a responsible manner, is under the influence of drugs and/or alcohol or does not adhere to the conditions of use.

#### *16.6 Photo Release*

All participants are aware and agree to potentially being photographed or videotaped while participating in the activity. The valuable consideration received, you hereby irrevocably grant to AUSA Hoops perpetually, exclusively and for all media types, the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage taken of you as a result of your participations in approved activities by AUSA Hoops. You declare that you will not bring or consent to others bringing claims or actions against the above parties on the grounds that anything contained in the property, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversity on you, violates any other rights whatsoever, including without limitation, rights of privacy and publicity. You hereby release AUSA Hoops, its directors, coaches, officers, administrators, and assistants from and against any and all claims, demands, actions, causes of actions, suits, cost, expenses, liabilities, and damages whatsoever that you may hereafter have against the above parties in connection with this media content.

#### **17. Force Majeure**

Without limiting paragraph 7.3, to the maximum extent permitted by law, AUSA Hoops excludes liability for any damage and/or injury caused by failing to perform an obligation under this agreement where such damage or injury is caused by circumstances beyond the reasonable control of AUSA Hoops.

#### **18. Your Personal Information**

We take the privacy of our members seriously and our [Privacy Policy](#) explains the ways in which we collect, use, store, protect and disclose your personal information. We collect personal information from you to provide you with our services, to administer your membership with us and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you, including through your Membership Form and in the course of our other communications with you, which may occur through [www.ausafacility.com](http://www.ausafacility.com) or when you call, email or contact our staff. If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer your membership with us or conduct some or all of the other activities described in our Privacy Policy.

In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related bodies corporate and to other persons or entities as outlined in our Privacy Policy. Should you default on payments due to us we may disclose your personal information by notifying the default to a debt collection agency or other third party to obtain payment from you.

Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law.

Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how

you may contact us to complain about a breach of the Privacy Act, and how we deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact your Home Venue via email or phone.

If there is anything you do not understand, please ask us for an explanation before you agree to these terms. If you are under 18, a parent or guardian will need to agree to these terms and their permission for you to become an AUSA member. Your parent or guardian will be responsible for your obligations under the Agreement and must sign below to say they accept these Terms and the AUSA Rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Agreement. In particular your parent or guardian will be responsible for paying all payments due under your membership. You agree that your parent or guardian will be the only person we will discuss your membership with (including you) unless they authorise another person. The Agreement will come into force when you sign these Terms (even if an AUSA Hoops Representative is not named or does not sign them).