

# Casual Use Policy

## Hamilton Island Sports Club

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

- **ACL:** means the Australian Consumer Law in the CCA.
- **Casual Use Register Form:** means the form you are required to sign prior to use of the Facilities and Services.
- **CCA:** the Competition and Consumer Act 2010 (Cth).
- **Club:** Hamilton Island Sports Club.
- **Club Rules:** are the terms of the Sport Club Policy
- **Essential Term:** a term of this Agreement that is so important you would not have signed the Agreement without it.
- **Facilities and Services:** includes Club premises and all exercise areas, bathrooms, equipment, weights, benches, machines, mats and any programs, products, classes and services that you may use.
- **HIE:** means Hamilton Island Enterprises Limited ACN 009 946 909.
- **Limited Facilities and Services:** means:
  - a) 14 to 15 years of age – use of cardio equipment only
  - b) 16 to 17 years of age – use of cardio equipment, weights and group fitness classes, excluding spa and sauna.
- **Minimum Age:** the minimum age to become a Member and use the Facilities and Services and referred to in clause 3.
- **Pre-Exercise Questionnaire:** the questionnaire or other screening we may require you to answer before using the Facilities and Services.
- **Sports Club Policy:** the rules that are referred attached to these terms and conditions.
- **Staffed Hours:** the times a Club is staffed. These times may not be fixed and will also vary.

#### 2. MINIMUM AGE

- 2.1 For safety and security reasons you must be at least 18 years old to use the Facilities and Services.
- 2.2 For persons aged 14 to 17 years, use of Limited Facilities and Services is available subject to:
  - a) parent/guardian supervision at all times

- b) Casual Use Register Form signed by the minor and the parent/guardian before commencing use of the Limited Facilities and Services.

#### 3. HEALTH AND SAFETY AND ACCEPTABLE CONDUCT

Your physical condition

- 3.1 Each time you use the 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 the go-ahead.
- 3.2 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. You also agree to complete our Pre-Exercise Questionnaire if required. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.
- 3.3 You promise that information you give us will be true and accurate and not misleading in any way.
- 3.4 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 using the Facilities and Services.

#### 4. PROPER USE OF EQUIPMENT

You must take care to use the Facilities and Services safely and properly. If you are ever not sure how to operate any equipment properly, you agree to ask Club staff first.

#### 5. SPORTS CLUB POLICY

- 5.1 Sports Club Policy apply to everyone using the Facilities and Services. They are usually displayed in the Club and a copy is available at reception.
- 5.2 If you break any of the Sports Club Policy rules we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken Club Rules we may ban you from utilising the Facilities and Services.

#### 6. ILLEGAL PERFORMANCE ENHANCING OR OTHER ILLICIT SUBSTANCES

You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near a Club.

## **7. COMMERCIAL ACTIVITY**

You acknowledge that engaging in any commercial or business activities in the Club, such as offering training services or selling goods in the Club is prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time.

## **8. ACTION FOR RISKY OR INAPPROPRIATE CONDUCT**

- 8.1 If you behave in a risky or seriously inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or train other users without our authorisation, appropriate action will be taken. If your conduct causes us or another person costs, loss or damages you agree to pay for these.

## **9. SECURITY**

Club premises have CCTV security cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the Club if you have questions on this.

## **10. EMERGENCIES**

You must understand how emergency apparatus works and agree to use it only in an emergency. If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use. An emergency response procedure displayed which must be followed in emergencies.

## **11. FOLLOWING DIRECTIONS**

You agree to follow any reasonable direction of Club staff relating to health, safety or security matters or related matters.

## **12. PRIVACY**

We will only collect personal information where the information is necessary for us to perform one or more of our functions or activities and in accordance with our Privacy Policy. For more information about how HIE collects, holds, uses and discloses your personal information refer to [www.hamiltonisland.com.au/privacy](http://www.hamiltonisland.com.au/privacy).

## **13. GENERAL CONSENT**

By accepting these terms and conditions, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy. In particular, you consent to the transfer and storage of your personal information outside Australia, and to the disclosure and use of your personal information. You can access our privacy policy at [www.hamiltonisland.com.au/privacy](http://www.hamiltonisland.com.au/privacy).

## **14. OTHER SERVICES**

There may be other services, including personal training services, offered at the Club by us, contractors, licensees and others which are offered separately and/or in addition to services provided by the Club. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions. We are not responsible for these third party provided services including fees or any associated costs claims or refunds, unless they are provided by us.

## **15. OUR LIABILITY TO YOU**

Statutory guarantees

Under the ACL we guarantee that the services we supply: are provided with due care and skill; are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve; and/or are supplied in a reasonable time. Under certain legislative provisions, however, we can ask you to accept some limitations to the ACL guarantees. By accepting these terms and conditions, you agree, to the extent allowed by section 139A of the CCA, to exclude or modify our liability to you for death or injury from our failure to comply with ACL guarantees. This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the CCA).

## **16. OTHER IMPLIED TERMS**

Nothing in these terms and conditions excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in these terms and conditions, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. In particular, but subject to clause 17, we are not liable for death or injury caused by our negligence or breach of implied terms that services will be provided with reasonable care and skill at common law. This does not exclude our liability for reckless conduct.

## **17. LOSS OF PROPERTY**

You promise not to unnecessarily bring valuables into a Club and agree that it is not the obligation of the Club to look after unattended property.

## **18. YOUR RESPONSIBILITY FOR DAMAGE**

You agree to pay for any loss or damage to the Club or the Facilities and Services caused by you or your guests through a willful, wrongful or negligent act.

## **19. COMPLAINTS AND FEEDBACK**

If you have any concerns about the Facilities and Services, you should first raise it with Club staff.

If you are uncomfortable about approaching, or do not wish to approach Club staff, or are not happy

with the response given, you may send a complaint to our corporate office by email to [corporate@hamiltonisland.com.au](mailto:corporate@hamiltonisland.com.au).

**20. GENERAL LEGAL MATTERS**

Unexpected events

We are not responsible if guests cannot use our Club because of an event caused by a natural force (such as a fire, flood or a cyclone) beyond our reasonable control.

**21. SEVERABILITY**

If a court decides that any part of these terms and conditions is or becomes illegal, void or unenforceable, that part is deleted.

**22. WAIVER**

If we do not enforce our rights under these terms and conditions at any time, it does not mean that we may not do so in future.

**23. APPLICABLE LAW**

The law of the Queensland applies to this Agreement

## **SPORTS CLUB POLICY**

Whilst attending the Hamilton Island Sports Club, the following rules are non-negotiable:

- Please speak with a staff member if you are unsure on how to use equipment
- Smoking is not permitted within the facility or within 5m of the entrance
- Towels are provided for guests only. All other gym users must provide their own towel
- Please replace weights on racks after use
- Enclosed footwear must be worn at all times
- You must spray / disinfect and wipe down equipment after use
- Mobile phones must not be used in change rooms
- You must not use the spa or sauna if you have an underlying medical condition or are under the influence of alcohol or drugs
- Swimwear must be worn in the spa at all times
- Towels must be worn in the sauna at all times
- No food or drink is to be consumed in the spa or sauna
- You must shower prior to using the spa or sauna
- No electrical equipment is to be used around the spa
- You must be 18 years or older to use the spa and sauna.

If you are unsure on how to safely use any of the equipment, or if you have any queries about any of the above rules, please speak to one of our staff members.

A copy of the Fair Trading (Code of Practice – Fitness Industry) Regulation 2003 is available at the front desk. You can request this at any time