

6-MONTH MEMBERSHIP TERMS & CONDITIONS



PAYMENT

1. Upfront Memberships can be settled by credit card, debit card or EFTPOS payment.
2. Direct Debit Memberships can be debited via bank account or credit card. Debits are each fortnight on Thursday for the duration of the Membership. Amount debited will be determined by your chosen Membership package.
3. Memberships may be purchased in person at O'Brien Icehouse or online via obrienicehouse.com.au

MEMBERSHIP PERIODS

4. Silver/Gold/Gold Freestyle Memberships are valid for the duration of six (6) months. They are renewable after each 6 month period.

DEFINITIONS

5. Cardholder: An active O'Brien Icehouse Member.
6. O'Brien Icehouse Member: A patron who has an active O'Brien Icehouse membership under their name.

MEMBERSHIP USE

7. At the O'Brien Icehouse, benefits and discounts are only available upon the presentation of a valid Membership card.
8. Membership cards and their benefits are non-transferable and are only valid for the cardholder.
9. Your Membership does not give you priority over other users or guarantee the availability of facilities.
10. The primary Membership cardholder is responsible for ensuring the details of their O'Brien Icehouse Membership profile are correct at all times.
11. All email correspondence will be subject to receipt of correct email address and acceptance of email correspondence.
12. Full name, expiry, and email will be provided to the third party Skaters Network for discount access.

MEMBERSHIP ENTITLEMENTS IF SIGNING UP FOR:

A) SILVER MEMBERSHIP

13. Skate hire, skating lessons and hire equipment are excluded in Silver Memberships. These items can be purchased at an additional cost in person at O'Brien Icehouse.
14. Membership includes three (3) x complimentary guest pass vouchers to use over the 6 month Membership. Members' guests cannot be an existing O'Brien Icehouse Member. These passes include entry to Public Skating Session and exclude skate hire. Only one voucher can be redeemed at any one time. You must accompany your guest on their visit.
15. Public Skating Sessions are as outlined on our website www.obrienicehouse.com.au and are subject to availability and change without notice.
16. Silver Membership includes unlimited mid-week (Monday-Friday) Public Skating sessions.

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17. Silver Members receive a 10% discount on their Skate School Term Enrolment. Silver Membership holders can redeem this Skate School term discount only in venue, upon presentation of your Membership card. This offer is only valid for active members enrolling themselves into Skate School.

18. Specialised Sessions Pack allows Silver Members access to five (5) x sessions in the category: Specialised Sessions, free of charge. These passes are valid for the duration of the Membership (6 months). Cancellations made within 24 hours of the start time will not qualify for a product return. To be eligible for a pass return, cancellations must be made more than 24 hours prior to the session's start. O'Brien Icehouse reserves the right to manually redeem passes or charge clients for unpaid sessions that were attended.

19. Silver Members receive a 10% discount on Food and Beverage purchased at the Igloo Cafe. Silver Membership holders can redeem this discount in venue, upon presentation of your Membership card. This offer is only valid for the cardholder.

B) GOLD MEMBERSHIP

20. Skate hire, skating lessons and hire equipment are excluded in Gold Memberships. These items can be purchased at an additional cost in person at O'Brien Icehouse.

21. Membership includes three (3) x complimentary guest pass vouchers to use over the 6 month Membership. Members' guests cannot be an existing O'Brien Icehouse Member. These passes include entry to Public Skating Session and exclude skate hire. Only one voucher can be redeemed at any one time. You must accompany your guest on their visit.

22. Public Skating Sessions are as outlined on our website www.obrienicehouse.com.au and are subject to availability and change without notice.

23. Gold Membership includes unlimited skating to all Public Skating sessions.

24. Gold Members receive a 15% discount on their Skate School Term Enrolment. Gold Membership holders can redeem this Skate School term discount only in venue, upon presentation of your Membership card. This offer is only valid for active members enrolling themselves into Skate School.

25. Specialised Sessions Pack allows Gold Members access to five (5) x sessions in the category: Specialised Sessions, free of charge. These passes are valid for the duration of the Membership (6 months). Cancellations made within 24 hours of the start time will not qualify for a product return. To be eligible for a pass return, cancellations must be made more than 24 hours prior to the session's start. O'Brien Icehouse reserves the right to manually redeem passes or charge clients for unpaid sessions that were attended.

26. Gold Members receive a 15% discount on Food and Beverage purchased at the Igloo Cafe. Gold Membership holders can redeem this discount in venue, upon presentation of your Membership card. This offer is only valid for the cardholder.

C) GOLD FREESTYLE MEMBERSHIP

27. Skate hire, skating lessons and hire equipment are excluded in Gold Memberships. These items can be purchased at an additional cost in person at O'Brien Icehouse.

28. Membership includes three (3) x complimentary guest pass vouchers to use over the 6 month Membership. Members' guests cannot be an existing O'Brien Icehouse Member. These passes include entry to Public Skating Session and exclude skate hire. Only one voucher can be redeemed at any one time. You must accompany your guest on their visit.

29. Public Skating and Freestyle Sessions are as outlined on our website www.obrienicehouse.com.au and are subject to availability and change without notice.

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30. Gold Freestyle Membership includes unlimited skating to all Public Skating and Freestyle sessions.

31. Gold Freestyle Members receive a 15% discount on their Skate School Term Enrolment. Gold Membership holders can redeem this Skate School term discount only in venue, upon presentation of your Membership card. This offer is only valid for active members enrolling themselves into Skate School.

32. Gold Freestyle Members receive a 15% discount on Food and Beverage purchased at the Igloo Cafe. Gold Membership holders can redeem this discount in venue, upon presentation of your Membership card. This offer is only valid for the cardholder.

YOUR MEMBERSHIP CARD

33. The access card is the property of O'Brien Icehouse. You cannot lend your card or allow anyone else to use it. If the membership card is misused, memberships may be revoked at any time at the discretion of management. If you visit O'Brien Icehouse, a photo ID may be requested to verify the authenticity of the cardholder. Without a valid access card or photo identification, we may refuse you entry. If you lose or damage your card, there will be a \$10 charge for the replacement. Memberships may be revoked at any time at the discretion of management.

JUNIOR MEMBERS

34. If you are under the age of 18 years old your parent or guardian must agree to this contract on your behalf. By agreeing to these terms and conditions your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay any amounts that are due on your behalf.

MEMBERSHIP

35. Upon submitting this membership application, you will become a member of O'Brien Icehouse (ABN 29 051 538 197). These terms and conditions (Terms), including the terms and conditions of entry at O'Brien Icehouse, comprise a contract between you and O'Brien Icehouse which is necessary and reasonable for offering access to O'Brien Icehouse venue, facilities, and services. You acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by O'Brien Icehouse with respect to the conduct and management of the venue as amended from time to time. You agree to follow any rules and/or directions set by O'Brien Icehouse and you understand that if you fail to comply with any such rules or directions, you will not be permitted to access O'Brien Icehouse venue, facilities and services and no refund will be given.

STANDARDS OF BEHAVIOUR

36. You agree that for the duration of your Icehouse membership you must:

- a) not undertake any prohibited and inappropriate behaviour (such as, but not limited to: littering, smoking in non-smoking areas, mistreatment of facility)
- b) abide all code of conducts issued by O'Brien Icehouse (such as, but not limited to Child Safe Policy and Code of Conduct <https://obrienicehouse.com.au/obi-childsafe/>)
- c) are responsible and will not misuse your membership card (such as, but not limited to: giving out your card details)
- c) treat all Icehouse team members, representatives, patrons and members with respect and courtesy at all times.
- d) not act in a manner unbecoming of an Icehouse member or prejudicial to the reputation of O'Brien Icehouse.
- e) not do anything to negatively impact or affect the image, goodwill, name, or reputation of O'Brien Icehouse; and
- f) not abuse, threaten, harass, discriminate against, assault, fraudulently misrepresent or otherwise materially detrimentally impact or effect any Icehouse representative or guest.

37. You agree you will submit to any measures taken against you under these Terms for a breach of the standards of behaviour outlined in clause.

WAIVER

The following terms and conditions apply to all users (You) of the facilities at the O'Brien Icehouse at 105 Pearl River Road, Docklands, Victoria (O'Brien Icehouse). By entering the O'Brien Icehouse, You are deemed to have agreed these terms and conditions with O'Brien Group Australia Pty Ltd (Supplier), the operator of the O'Brien Icehouse.

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38. You acknowledge that ice skating, ice skating lessons, speed skating, figure skating, ice hockey, curling, broomball, use of the gym facilities and equipment and other sporting and recreational activities at the O'Brien Icehouse are dangerous and involve a significant degree of physical exertion and risk. You also acknowledge that the facilities may be unsupervised and that You participate in these activities at Your own risk and are responsible for Your own safety. If You do not currently undertake regular physical activity, You should seek medical advice before using the O'Brien Icehouse facilities.

39. You agree that the Supplier will not be liable to compensate You for death or personal injury (as defined in the Fair Trading Act 1999). This exclusion of liability will not apply where the Supplier has been reckless as set out in the note below.

WARNING: If you participate in these activities your rights to sue the supplier under the Australian Consumer Law & Fair Trading Act 2012 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or as part of this notice.

NOTE: The change to your rights, as set out in or as part of this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law & Fair Trading Regulations 2012 and section 23(3)(b) of the Australian Consumer Law & Fair Trading Act 2012.

40. You authorise the Supplier to take all steps it considers reasonably necessary to protect Your welfare in the event of personal injury, including the administration of emergency first aid.

41. You consent to the Supplier photographing or filming You, or any minor or dependant accompanied by You, when in the O'Brien Icehouse, for use for promotional purposes, including television, film, internet and all other forms of media, recording or reproduction, without any entitlement for any compensation or financial payment.

42. Your ticket remains the property of the Supplier, is not transferable and cannot be resold. It is valid only for the date/s shown.

43. You must comply with all signs or other directions of the Supplier. Your ticket or other right of access may be suspended or cancelled and access to the ice rinks and all other facilities and equipment at the O'Brien Icehouse denied at the absolute discretion of the Supplier for non-compliance or for reckless or careless conduct.

44. Children must be at least 12 years of age to use the ice rink and at least 16 years of age to use the gym at the O'Brien Icehouse, unless supervised by a responsible adult. Where You are responsible for children using the facilities at the O'Brien Icehouse, You agree to be bound by these terms and conditions on their behalf and that You will directly supervise them at all times.

45. Details of the conditions applicable to the purchase of O'Brien Icehouse products on the Website may differ from time to time. O'Brien Icehouse reserves the right to make any changes to the details and Conditions of Sale if necessary to comply with any applicable legislation and to change the details and conditions published on the Website, without affording notice, provided that this does not materially affect the nature of the O'Brien Icehouse products purchased by you.

46. These Conditions of Sale shall be governed by and construed firstly in accordance with the laws of the State in which your purchase is made (the courts of which shall have exclusive jurisdiction) and then in accordance with the laws of the Commonwealth of Australia. If any of these Conditions of Sale should be determined to be void, invalid or

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otherwise unenforceable, such conditions shall be deemed deleted and the remaining Conditions of Sale shall remain and continue to be valid, binding and enforceable.

DISCLOSURE OF MEDICAL CONDITIONS

47. You warrant that prior to utilising O'Brien Icehouse's venue, facilities, and services you:

- a) are and must continue to be medically and physically fit and able to utilise the Venue's facilities and services.
- b) are not a danger to yourself or to the health and safety of others; and
- c) are not presently receiving treatment for any condition, illness, disorder, or injury which would render it unsafe for you to utilise the O'Brien Icehouse's facilities and services. You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss, or damage. You acknowledge that the O'Brien Icehouse relies on information provided by you and that all such information is accurate and complete.
- d) You agree to report any accidents, injuries, loss or damage you suffer during use of O'Brien Icehouse's facilities and services to the O'Brien Icehouse before you leave the venue.

RISK WARNING AND WAIVER

48. Your participation in the recreational activities supplied by O'Brien Icehouse may involve risks which can result in personal injury, death, or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all the risks involved, including those risks associated with any health condition you may have. By submitting this membership application, you acknowledge, agree, and understand that participation in the recreational services provided by O'Brien Icehouse may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

CHANGE OF RULES/TERMS AND CONDITIONS

49. O'Brien Icehouse reserves the right to change, modify or update these Terms, any other rules and/or terms and conditions relating to your membership or use of any Venue. Any such changes will be made with reasonable notice and displayed prominently on the Icehouse website (<https://obrienicehouse.com.au/skate-programs/memberships/>).

GENERAL CONDITIONS OF ENTRY

50. All users must hold a valid membership card or wristband with them at all times when using a Venue's facilities. Membership cards and wristbands are strictly not transferable.

LOST PROPERTY

51. While efforts are made to ensure the safety of users' personal belongings, O'Brien Icehouse takes no responsibility for your personal belongings. You agree that at all times You are responsible for your equipment and personal belongings.

SUSPENSION

52. O'Brien Icehouse offers suspension of memberships with this clause. Memberships may be frozen under the following conditions:

- a) The minimum suspension period is 14 days.
- b) The maximum suspension period is 30 days.
- c) Suspensions cannot exceed 30 days within the fixed term agreement of 6 months.
- d) A maximum of two suspensions within the fixed term agreement of 6 months.
- e) Each applied suspension incurs a \$25 fee.
- f) Members will not have access during the suspension period.
- g) Suspensions will not be backdated.

Note: Direct Debit Members payments will automatically adjust through the suspension period.

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CANCELLATION

53. O'Brien Icehouse reserves the right to revoke a membership at their discretion. Cancellation of Memberships will be assessed on an individual basis based on medical certificates and supporting documents at a fee. Please speak to the Memberships Manager on memberships@obrienicehouse.com.au for more details. Memberships are not transferable. Fees will apply.

ICEHOUSE COACH CONTRACTORS

54. Authorised Icehouse Coach Contractors may provide services at O'Brien Icehouse. Fees for such services are paid directly to the contractors. We take no responsibility for the services provided by and fees paid to these contractors. Any claim which you might have as a result of an act or failure to act by an Icehouse Coach Contractor (whether or not payment has been made to them). You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for any claims suffered by you as a result of negligence by an Icehouse Coach Contractors.

LEGAL DOCUMENT

55. If you wish to view our full legal document, please visit the front desk at O'Brien Icehouse and we would be more than happy to share this document with you. Alternatively it is available on our website.

O'BRIEN ICEHOUSE RULES

56. Membership holders must adhere to the conditions of entry and regulations of O'Brien Icehouse. Breach of any conditions may result in removal from venue and further consequences at discretion of O'Brien Icehouse Management.

DIRECT DEBIT TERMS

57. All Direct Debit memberships will debit on Thursdays fortnightly.

59. Dishonour fee: \$10

60. It is the members responsibility to make sure their elected debit account is up to date and accepts the charge.

61. A member with outstanding debt will not be permitted entry until cleared.

AGREEMENT

62. . Do not agree until you have read these terms and conditions. If there is anything you do not understand please ask us for further clarification before you agree. If you are under the age of 18, a parent/guardian will need to agree to consent to you becoming an O'Brien Icehouse Member. Such parent/guardian will be responsible for your obligations under the Terms and Conditions and must agree to indicate acceptance on your behalf and to accept responsibility for your performance, acts or omissions if you should fail to comply with the Terms and Conditions. In particular, the parent/guardian will be responsible for paying all outstanding payments under your Membership.