

# GYM MEMBERSHIP TERMS & CONDITIONS



## PAYMENT

1. Upfront Memberships can be settled by credit card, debit card, or EFTPOS payment.
2. Memberships may be purchased in person at O'Brien Icehouse or online via [obrienicehouse.com.au](http://obrienicehouse.com.au)

## MEMBERSHIP PERIODS

3. 3-Month Gym Membership is valid for three (3) months and is renewable..

## DEFINITIONS

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

## MEMBERSHIP USE

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

## MEMBERSHIP ENTITLEMENTS:

11. 3-Month Gym Membership grants access to the Icehouse Gym during its opening hours.
12. Icehouse Gym opening hours are as outlined on our website <https://obrienicehouse.com.au/facilities/gym/> and are subject to availability and change without notice.

## YOUR MEMBERSHIP CARD/FOB

13. The access card and/or fob is the property of O'Brien Icehouse. You cannot lend your card or allow anyone else to use it. If you visit O'Brien Icehouse without a valid access card or photo identification, we may refuse you entry. Memberships may be revoked at any time at the discretion of management.
14. Lost, Stolen, or misplaced fobs must be reported immediately on 1300 75 66 99 and emailed to: [memberships@obrienicehouse.com.au](mailto:memberships@obrienicehouse.com.au) so they can be deactivated from the system and replaced. There will be a \$10 charge for the replacement of a missing key fob. Failure to report lost, stolen, or misplaced fobs may result in termination of your membership.
15. Reports on individual fob activity and viewing of internal CCTV cameras will be conducted regularly.
16. Gym Members violating the O'Brien Icehouse electronic key fob policies are subject to Management review up to and including termination of Memberships.

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## JUNIOR MEMBERS

17. 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.

18. Any children under the age of 16 years must be supervised by an adult in the gym at all times.

## MEMBERSHIP

19. 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

20. 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/](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.

21. 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.

## GYM RULES

22. The following rules must always be adhered to by all users of the room. Breach of these rules will result in disciplinary action including potential cancellation of membership.

- a) Users are required to sign in at the ticketing counter prior to gym entry. This applies to ALL users.
- b) Children must be supervised in the gym unless they are 16 years and older.
- c) Enclosed footwear must be worn at all times. Clients are advised to wear comfortable, suitable clothing whilst exercising.
- d) Ensure that a towel is used on all equipment.
- e) Equipment must be sprayed and wiped with the supplied cleaning products after use.
- f) Equipment and exercise machines are to be used in the manner for which they have been designed. Slamming or dropping of weights will not be tolerated.
- g) All weights must be returned to their storage position immediately after use.
- h) Spotters must be used when using free weights.
- i) During peak times, there is a 30 minute time limit on cardio equipment.
- j) All exercise equipment must be used WITHIN the Sports & Fitness Gym.
- k) The back door is an emergency exit door ONLY. This must not be opened for use.
- l) Immediately report all equipment damage, incidents or other problems to the front desk.
- m) If you are unsure of how to use a piece of equipment please ask for assistance.
- n) Users are encouraged to bring a water bottle.
- o) No gum or food is allowed in the gym.

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- p) All Users agree to conduct themselves in an orderly and proper manner and not engage in conduct which could cause harm, create a hazard, discomfort or nuisance to other members; or damage to equipment or facilities.
- q) Users or other third parties are not permitted to provide instruction or training to other members or patrons on a commercial or pro-bono basis without the expressed approval of O'Brien Icehouse Management.
- r) Sports & Fitness Gym regulations may be amended by O'Brien Icehouse Management at any time.

### 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. 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

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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.

30. 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.

31. 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 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

32. 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

33. 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

34. 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

35. 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

36. 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.

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## SUSPENSION

37. 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.

## CANCELLATION

38. 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](mailto:memberships@obrienicehouse.com.au) for more details. Memberships are not transferable. Fees will apply.

## ICEHOUSE COACH CONTRACTORS

39. 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

40. 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

41. 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.

## AGREEMENT

42. 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.