

Terms and Conditions

Deposits and down payments are non-refundable after the 7 day comfort period.

Rhodes Recreation Centre Upfront Promotional Terms and Conditions

1. Upfront Promotion Details

- 1.1. When you join Rhodes Recreation Centre during the promotion period, from Monday, 8 September to Monday, 27 October 2025 (inclusive), you will receive the following promotion: No joining fee plus; purchase a twelve (12) month upfront membership and receive Rhodes Recreation Centre gym access free of charge until Wednesday, 31 December 2025.
- 1.2. All upfront memberships purchased during the promotion period will receive a gym merchandise pack.
- 1.3. All upfront memberships purchased during the promotion period will also receive free Rhodes Recreation Centre crèche access until Friday, 19 December 2025 before the Christmas closure period. One 90-minute session per day. One child only. Bookings essential. From Monday, 5 January 2026, regular crèche fees apply.
- 1.4. The first 150 upfront memberships purchased during the promotion period will receive one (1) 30-minute Personal Training session. Members will be assigned a personal trainer, and a mutually agreed time will be allocated for the session. Personal training session will be scheduled following 1 January 2026.
- 1.5. Promotions cannot be combined with other offers.
- 1.6. Promotional offer is only valid for new City of Canada Bay Recreation Centre users, including Concord Oval Recreation Centre.

2. Payment of Fees

You acknowledge that payment of the twelve (12) month upfront membership is at a discounted rate of \$1,055 (including GST) and must be made in full at time of purchase. Payment period is valid from Thursday, 1 January 2026 to Thursday, 31 December 2026.

3. Minimum Term

You acknowledge that this promotion is valid until Thursday, 31 December 2026. Upfront Membership will terminate automatically upon expiry of the Contract term.

4. Time Pause and Cancellation

Time pause and cancellation is as per the ongoing membership terms and conditions listed below.

5. Ongoing Membership

Ongoing Terms and Conditions below apply.

Rhodes Recreation Centre Direct Debit Promotional Terms and Conditions

1. Direct Debit Promotion Details

When you join Rhodes Recreation Centre from Monday, 20 October to Monday, 27 October 2025 (inclusive), you will receive the following promotion: No joining fee plus; no payment until first direct debit date, week commencing 5 January 2026. Receive Monday, 20 October to Wednesday, 31 December 2025 Rhodes Recreation Centre gym access at no cost. Promotions cannot be combined with other offers.

2. Payment of Fees

You acknowledge that this promotion is the Direct Debit Adult Weekly fee discounted to a rate of \$24/week (including GST) charged fortnightly. Direct debit payments will commence from week of 5 January 2026. All other Direct Debit charges remain as per the published Council fees and charges.

3. Minimum Term

You acknowledge that this promotion is valid for a minimum term of six (6) months, ending 30 June 2026, where there are thirteen (13) applicable fortnightly debits.

4. Time Pause and Cancellation

- 4.1. Time pause is per the ongoing membership terms and conditions listed below.
- 4.2. Cancellation of membership is not available until the conclusion of the six (6) full direct debit payment months. The earliest cancellation date is 30 June 2026. Standard thirty (30) day written notice period for cancellation applies. During the thirty (30) days' notice, two (2) fortnightly instalments will be debited from your account.

5. Ongoing Membership

If you fail to provide thirty (30) days written notice for cancellation, the membership will continue as an ongoing fortnightly direct debit membership. Ongoing Terms and Conditions below apply.

Ongoing Terms and Conditions

These are the Terms and Conditions on which City of Canada Bay Council ("we" or "us" or "our") is willing to provide membership to the the gym, gymnastics and creche at Five Dock Leisure Centre, Concord Oval Recreation Centre, Rhodes Recreation Centre or a combination under a reciprocal arrangement, ("The Facility") to you. Any variation to these Terms and Conditions must be in writing and signing by our authorised officer.

By accepting these terms and conditions, you acknowledge and agree that if you wish to become a member, you are required to pay a Joining Fee which is non-refundable even if you cancel your Membership during the Cooling Off Period pursuant to clause 2 of this Agreement.

1. Rectification of the Contract

We have five (5) days after the formation of the Contract to rectify any error or miscalculation provided in the Contract.

2. Comfort Guarantee

At any time up to seven days ("Comfort Guarantee Period") after the Membership Application is accepted, you may cancel your membership without cause or reason, but you must advise us in writing. We will cancel the Contract and refund to you the Membership Fee and any other amounts paid less the cost of any services already supplied within seven (7) days of receipt of your cancellation notice. For the avoidance of doubt, the initial Joining Fee is non-refundable even if you cancel your Membership with us during the Cooling Off Period. On cancellation of the Contract you must return to us your membership card if applicable. Once the Comfort Guarantee Period ends, if you wish to terminate the Contract the following termination clauses provide full details in relation to your right to terminate the Contract and any fees payable in such circumstances.

3. Termination of Contract

If you have a fixed term Contract, it will terminate automatically upon expiry of the relevant fixed term, and you will be required to enter into a new fixed term contract with us if you wish to continue accessing your selected Centre. If you have an ongoing Contract for The Facility either you or us may provide written notice of termination at any time, thirty (30) days prior to cease your membership. During the thirty (30) days' notice, two (2) fortnightly instalments will be debited from your account. If you have an ongoing Contract for the Creche or Gymnastics you may provide written notice of termination at any time, fourteen (14) days prior to cease your membership. During the fourteen (14) days' notice, one (1) fortnightly instalment will be debited from your account. If your membership is on time freeze, the termination notice period will commence once your membership is reactivated. However, where either of us terminates the Contract, any unpaid fees will need to be paid by you, or we may take action to recover the outstanding payments. We can refuse you entry to The Facility at any time that your membership payments are not up to date. If your membership is on time freeze pursuant to clause 16.1 the termination notice period will commence once your membership is reactivated.

4. Termination for Medical or Life Change Reasons

You may terminate the Contract with immediate effect at any time by providing us with written notice if you produce "Supporting Documentation" to our satisfaction to demonstrate medical incapacity or a life change reason. In that event, you will only be charged the Membership Fees for the time you have been a member and any additional fees for services already supplied.

5. Supporting Documentation

Accepted forms of supporting documentation include medical certificates provided by a health practitioner regarding any medical incapacity, flight itinerary for permanent travel interstate or overseas, drivers licence for change in residential address and evidence of changed work schedule by your employer for work placement. Any documentation provided must be dated for the time frame requested and contain relevant information to our satisfaction. This documentation can be requested by The Facility at any time.

6. The Facility Etiquette

You must comply with the Rules and The Facility's Users' Code of Conduct. Certain areas of The Facility have higher risk areas (including, but not limited to, child minding, group fitness studios, gymnastics hall, change rooms). You must ensure you read, understand and abide by the rules for The Facilities which are notified to you by staff and through signage, handouts or website and as outlined in the Users' Code of Conduct. We reserve the right to immediately terminate your Membership pursuant to clause 3 of this Agreement if you fail to comply with the Rules and Code of Conduct.

7. Membership Entitlement

You may use the program area and other related facilities, services and products only during the specified opening times and only for the conditions of your membership/s, subject to you meeting these Terms and Conditions and the Rules.

8. Minimum Age

Membership to the Gym is limited to persons who are at least 14 years of age. Persons under the age of 18 must have parent/guardian consent prior to using the facilities.

9. Under 16-year restrictions

Members under the age of 16 are required to complete two (2) personal training (PT) sessions with a Concord Oval Recreation Centre (CORC) or Rhodes Recreation Centre (RRC) trainer, prior to having access to the gym. Members can then have full access of equipment except the Olympic bars. The Olympic bars cannot be used until they either turn 16 or are supervised by CORC or RRC staff.

10. Membership Card

Separate programs may issue you with a Membership Card. Entry to these areas without a valid Membership Card is

at our discretion and photo identification will be expected. You must not loan your Membership Card or permit its use by anyone other than you; this may result in immediate termination of your membership. If your Membership Card is lost or misplaced, the lost or misplaced card will be cancelled, and we will issue a replacement to you at a nominal charge.

11. Right of Exclusion

We can refuse entry to The Facility or cancel your membership without warning or notice for inappropriate, threatening or harassing behaviour, failed direct debit payments or outstanding membership fees, damaging equipment or facilities, refusal to abide by The Facility rules, if you attend while intoxicated or use of illegal or performance enhancing drugs.

12. Payment of Fees

You acknowledge that, if you choose the periodic billing option, payment will be made in advance via the direct debit service of our choice.

13. Payment

All Membership Fees may be recovered from your nominated credit/debit account (as provided from time to time). Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged to you by our direct debit company. If a Membership Fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we may continue to debit the nominated credit/debit account with the total amount due without notice to you.

14. Fees

You acknowledge that Membership Fees payable by you will include a fee payable for the direct debit service. This fee is included in the Membership Fees quoted to you.

15. Membership Fee Increase

If you have an ongoing Contract we reserve the right at any time after the Minimum Term on the Contract, to increase the Membership Fees to be charged. If we increase Membership Fees and we have used reasonable endeavours to provide prior notice to you, you hereby authorise us to increase any direct debits to your credit or bank account which you have authorised upon joining. We will not use this right to vary the terms on any special offer which applies to you.

16. Time Freeze

16.1 Recreational Gymnastics

Recreational gymnastics direct debit members are entitled to time freezes in two (2) week blocks per occurrence and a maximum of six (6) weeks' time freeze allowance per calendar year. All time freezes must be applied for in writing to The Facility at least seven (7) days prior to the commencement of the time freeze period. Requests cannot be backdated. Any ongoing gymnastics memberships will be suspended over the Christmas break for the period of 4-5 weeks in addition to the agreed 6 weeks' time freeze allocation. Christmas closure dates to be confirmed by The Facility staff at least 30 days prior.

16.1.1 Injury

In the event of a minor injury we are unable to offer a makeup class or credit of fees; however, time freeze can be utilised by advising the Centre of the injury or illness on or before the date of time freeze application. In the event of a major injury sustained at The Facility gymnastics training that incapacitates the gymnast from attending classes, additional time freeze to the 6 weeks can be granted with supporting documentation.

16.1.2 Illness

If your child becomes ill a one (1) week fee adjustment is available if supporting medical evidence is provided to The Facility prior to the commencement of the scheduled class. This can be utilised only twice per calendar year. A maximum of 2-weeks fee adjustment in addition to the 6-week time freeze is available for illness. Minor illnesses are not considered eligible for fee adjustment. Requests cannot be backdated.

16.2 Competitive Gymnastics

Competitive gymnastics direct debit members are entitled to time freezes in minimum one (1) week blocks per occurrence and a maximum of four (4) weeks' time freeze per calendar year. All time freezes must be applied for in writing to The Facility at least seven (7) days prior to the commencement of the time freeze period. Requests cannot be backdated. Standard direct debits will be suspended over the Christmas break for the period of 4-5 weeks in addition to the 4 weeks' time freeze allocation. Christmas closure dates to be confirmed by The Facility staff at least 30 days prior. Holiday training times for the Christmas / New Year period will be advised by The Facility coaching team and these will be charged separately from standard fees. There will be no account adjustments for classes missed other than for approved time freeze requests or for injury/illness as detailed below, or if classes are cancelled by The Facility

16.2.1 Injury

In the event of a minor injury where a gymnast does not attend class (or does not meet the one (1) week minimum requirement for a time freeze), they will not be eligible for a refund or credit of fees. In the event of a major injury sustained as a result of The Facility, gymnastics participation that incapacitates the gymnast from attending their scheduled training hours, a temporary time pause will be placed on the account (this will not be taken from their annual 4 weeks of time freeze allowance). In the event of an injury that prevents the gymnast from attending over 50% of their weekly training hours or where the gymnast is completing an amended training schedule that is less than 50% of their regular training hours, an account adjustment will be applied. Requests cannot be back dated.

16.2.2 Illness

If your child becomes ill a one (1) week fee adjustment is available if supporting medical evidence is provided to The Facility prior to the commencement of the next scheduled class. This can be utilised only twice per calendar year. A maximum of 2-weeks fee adjustment in addition to the 4-week time freeze is available for illness. Minor illnesses are not considered eligible for fee adjustment. Requests cannot be backdated.

16.3 Gym & Creche

Membership time freeze is available for ongoing memberships and upfront Gym memberships six (6) months or longer, provided that all amounts payable for your membership are paid to date. Gym and Creche direct debit/upfront memberships are entitled to a minimum of two (2) weeks and maximum of four (4) weeks' time freeze. Additionally, you can time freeze for a period no longer than six (6) months for travel or medical reasons upon production of supporting documentation to our satisfaction..

17. Damages/Personal Injury Warning

Whilst in the Centre you may suffer injuries including but not limited to broken bones, soft tissue injuries and joint injuries. Any injuries suffered by you may occur as a result of, but not limited to, weights striking you, collision with equipment or other members or as a result of you slipping on wet flooring.

18. Risk Warning

As a recreational activity there is an inherent risk of injury arising from your participation. It is your responsibility to ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment. If you are in any doubt as to how to correctly operate any of our facilities, services, products or equipment you should consult a member of our staff before use.

19. Responsibility for Damage

You are solely responsible for any damage which you may cause to The Facility, building fabric, services, products or equipment, if such damage is caused by your wilful act and/or negligence.

20. Your Physical Condition

You warrant that on the date of the Contract, and on each date that you use our facilities, services or products, that you are in good physical condition and that you are not aware of any medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort or physical condition. We, our staff and Contractors are not medically trained and therefore are not qualified to assess whether you are in good physical condition and whether you are able to engage in active or passive exercise without detriment to your or their health, safety, comfort or physical condition. We strongly advise that you take expert advice prior to commencing any exercise program if you are in any doubt about your ability to engage in active or passive exercise. You further warrant and represent that you will not use the any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

21. Change of Details

You must keep us promptly informed of any change of address, contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership with us.

22. Image

By completing the Membership Application you consent to us using your image on our database for verifying your identity.

23. Image Permission

By signing the Contract, you give us permission for photographs or videos showing images of you and if applicable, your child/ren to be taken whilst we are at The Facility. You also give permission and consent to the photographs or videos showing images of you and if applicable, your child/ren to be used at our sole discretion for the purposes of internal and external communications, which may include but not limited to advertising and marketing, email marketing, posting on our official social media account(s) including Facebook, Instagram and Website. You understand that you can withdraw the above consent at any time by advising us in writing.

24. Contractors

To the fullest extent permitted by law, you acknowledge and agree that:

- (a) external third parties such as physios, personal trainers, health coaches and NDIS support workers, amongst others, may provide their independent services at the Centres from time to time ("**Third Party/ies**");
- (b) these Third Parties operate their businesses in their own right in a manner that is separate and distinct from the Centres' day-to-day operations.
- (c) any claims you may have against the Third Parties are between you and the relevant Third Party and you release us from, and we disclaim, any and all liability in respect of any such claims suffered by you as a direct or indirect result of an act or omission by a Third Party; and
- (d) in the event a Third Party brings a claim against us arising out of, or in connection with your conduct, you agree to indemnify us for any such claims suffered by the Third Party.

25. Assignment

You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you however we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.

26. Your Relationship with Us

Nothing in these Terms and Conditions creates any relationship of employment, agency or partnership between you and us.

27. Communication

By becoming a user The Facility, I agree to receive email communication from us. I understand I can unsubscribe at any time.

28. Intellectual Property

These Terms and Conditions do not give you any intellectual property rights in The Facility or in our services or products. Your details and information that you provide us about yourself may be retained by us on our database. You have no rights in that database. We may use such database in the conduct of our business, and we may allow our direct debit partner to use the database in the conduct of its business, subject to privacy and other relevant laws.

29. Video Surveillance

For security purposes, we use video surveillance equipment to monitor The Facility on a twenty-four (24) hour basis. By signing this agreement, you acknowledge that by accessing The Facility you will be subject to video surveillance and recording. Video surveillance is limited to the floor area only and is not within the walls of the change rooms or client screening rooms.

30. Privacy Statement and Acknowledgement

During the process of entering into the Contract with you and during the term of the Contract we will obtain access to certain types of your personal information such as information relating to your health and financial position. We will only use, disclose or deal with such information in accordance with our Privacy Statement. A full copy of our Privacy Statement is available on request.

31. Inconsistency

To the extent any terms of this Agreement are inconsistent with the terms of any other agreement you enter into with us, the terms of this Agreement will prevail to the extent of any inconsistency.

32. Governing Law

These Terms and Conditions are governed by, and you agree to submit to, the laws of the state of New South Wales.

33. Variation

We may alter these Terms and Conditions or the Rules at any time upon thirty (30) days written notice. All use of our facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use our facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.

34. Your Obligations

You acknowledge that the Consumer Credit Code does not apply to these Terms and Conditions. If, at any time: you believe that you may be unable to pay your Membership Fees as they fall due for payment; a cheque received from you is dishonoured; you are or become bankrupt; or your Membership Fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under the Contract, you agree that: you will immediately notify us that one or more of the above events has occurred and you will keep us notified on a monthly basis until such event no longer exists; we have no obligations and will cease to allow you to use any of our services or products available to you under your membership while the relevant event exists; we may terminate the Contract with immediate effect by providing you with written notice; we may request payment in advance for the remainder of the term of your membership; and we have no obligation to respond to any offer you make to extend or renew your membership while a relevant event exists.

35. Severability

If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.

Definitions

1.1 "The Facility" means either Five Dock Leisure Centre, Concord Oval Recreation Centre, and Rhodes Recreation Centre, including internal premises (all structures and fixtures within the Five Dock Leisure Centre, Concord Oval Recreation Centre and Rhodes Recreation Centre Buildings), external premises (all structures and fixtures outside the Five Dock Leisure Centre, Concord Oval Recreation Centre and Rhodes Recreation Centre Buildings) and virtual environments (including Five Dock Leisure Centre's website, www.fdlc.com.au, Concord Oval Recreation Centre's website, www.concordrec.com.au and Rhodes Recreation Centre's website, www.rhodesrec.com.au).

1.2 "Website" means Five Dock Leisure Centre, Concord Oval Recreation Centre and Rhodes Recreation Centre virtual environments (including Five Dock Leisure Centre's website, www.fdlc.com.au, Concord Oval Recreation Centre's website, www.concordrec.com.au and Rhodes Recreation Centre's website, www.rhodesrec.com.au).

1.3 "User/s" means any person utilising the services and facilities provided by Five Dock Leisure Centre, Concord Oval Recreation Centre and/or Rhodes Recreation Centre and/or any person within the Centres.

Release and Waiver of Liability

By clicking 'Agree to Terms and Conditions,' I acknowledge and confirm that I have read, understood, and accepted the Terms and Conditions (1–35) outlined above, and I expressly authorise the debit of funds from my nominated account in accordance with the [Direct Debit Request Service Agreement](#).