

## **Toowoomba Squash Incorporated**

ABN 16 217 880 819

## **Membership Terms and Conditions**

## Welcome to the Toowoomba Squash Centre! You are entering into a contract with us by signing up for membership. These are the terms and conditions you are agreeing to:

Membership Agreement: Defined Terms:	<ul> <li>Upon signup, your initial membership payment will be debited. This agreement is ongoing and can be cancelled at any time with 30 days written notice. Your membership becomes active upon completion of the online form. Arrangements are to be made by you to collect your Key Fob from the squash centre 13-15 Blake Street Toowoomba.</li> <li>TSI refers to Toowoomba Squash Incorporated</li> <li>The Centre refers to the Toowoomba Squash Centre area situated on the Northeast wing of The Church building managed by Toowoomba Squash Incorporated</li> <li>Prime times refer to Monday to Thursday from 5:00 pm until 9:00 pm inclusive</li> <li>Family refers to persons living in the same house</li> </ul>
Membership Entitlements:	<ul> <li>As a member, you will have access to:</li> <li>Book any available court at <i>Toowoombasquashclub.com.au</i></li> <li>The venue is closed Sundays between 9 am - 12 pm</li> <li>Courts may be blocked out for organised fixtures or club practice times</li> <li>Full access to the Toowoomba Squash Centre along with The Church area for toilets and showers but all other areas within The Church are prohibited</li> <li>Use of the onsite car parking area</li> <li>The Toowoomba Squash Centre provides a safe environment free from discrimination and harassment</li> </ul>
Requirements:	<ul> <li>Courts can only be booked for a maximum of 1 hour during prime times and a maximum of non-prime times.</li> <li>Courts cannot be booked more than 2 weeks in advance.</li> <li>For members under 16, a parent/guardian's signature on the membership agreement is required.</li> <li>All members are to check in on arrival with their provided key fob</li> <li>Limited access outside prime times to occasional guests (friends or family) allowed to enter the Centre accompanied by a registered member.</li> <li>All rubbish to be removed upon leaving the Centre. There is no rubbish collection available on site.</li> <li>If you believe there is a health risk or damage at the Centre, you can inform Toowoomba Squash by emailing us at admin@toowoombasquashclub.com.au</li> </ul>
Centre Usage:	<ul> <li>The Member agrees to always abide by the Centre rules and regulations and such other rules and regulations made by Toowoomba Squash from time to time. These will be posted on the Toowoomba Squash Facebook page and the Noticeboard at the Centre.</li> <li>You may be refused entry, and have your membership suspended or terminated if you do not follow the Centre rules and regulations. This includes, but is not limited to the following conditions: <ul> <li>Entering the Centre under the influence of alcohol or drugs is strictly prohibited.</li> <li>Strictly no alcohol on the premises.</li> <li>Sexual or racial harassment or any kind of harassment/intimidation is not accepted.</li> </ul> </li> </ul>

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	<ul> <li>You must be respectful to other members and users of the Centre and Church.</li> <li>Correct attire including enclosed non-marking shoes, towel, and appropriate clothing is always mandatory. Work boots, thongs, and crocs are not appropriate and are not permitted to be worn when playing.</li> <li>Members under 16 years old must always be supervised by a parent/guardian.</li> <li>You will need an access key fob to enter the facility which must be swiped on entry every time.</li> <li>You must not lend your access card to anyone. Failure to adhere to this may result in a minimum \$150 tailgating fee applied to your account and membership cancellation.</li> <li>If you lose your access card, you must notify Toowoomba Squash immediately and get a new access card within 7 days. You will be required to pay a replacement access card fee of \$20.</li> </ul>
Filming, Marketing and Social media	<ul> <li>Your image may be indirectly taken and used for promotional and marketing materials. You must notify us in writing if you do not wish for this to occur.</li> <li>You must not film or photograph other members; this will be a direct breach of your membership agreement and may result in termination.</li> <li>You cannot use cameras, camera tripods, external photographers, or videographers without the written permission of Toowoomba Squash Incorporated.</li> </ul>
Coaches and Third Part Contractors	<ul> <li>Only Toowoomba Squash Centre authorised Coaches and Third-Party Contractors are approved to operate on-site.</li> <li>Bringing in the facility a Coach or Third-Party Contractor that has not been authorised, may result in the termination of your membership.</li> <li>Working with a Coach or Third-Party Contractor, within the facility's location, that is not authorised, may result in the termination of your membership.</li> </ul>
Membership on Hold:	<ul> <li>An on-hold status allows a suspension of membership under approved circumstances that may occur periodically to prevent the member from being able to use their membership.</li> <li>On-hold requires 7 days' written notice to <u>admin@toowoombasquashclub.com.au</u> and cannot be backdated.</li> <li>On-hold must have a start and finish date, be in fortnightly blocks, within a minimum of 4 weeks and a maximum of 6 weeks within 12 months.</li> <li>During on-hold access to facilities is not permitted. Your key fob will be deactivated.</li> <li>A \$5 per week billing fee is incurred while on-hold.</li> <li>Medical certificates will be required for on-hold applications that will exceed 6 weeks.</li> </ul>
Membership Cancellations:	<ul> <li>You may request in writing a cancellation of your membership within the 48-hour cooling-off period.</li> <li>After the initial cooling-off period, 30 days written notice will be required.</li> <li>Immediate termination by Toowoomba Squash Incorporated for:         <ul> <li>Misrepresentation of personal information</li> <li>Failure to comply with safety instructions of Centre conditions of entry and play</li> <li>Deliberate endangerment of others</li> </ul> </li> </ul>
Rights of Administrations:	• We reserve the right to refuse admission or cancel membership due to inappropriate behaviour, non-compliance with policies, or any reason we deem necessary.



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Disclaimer:	I acknowledge that whilst on the premises, my person and
	property are at my own risk. I acknowledge that I will not
	hold Toowoomba Squash Incorporated responsible for and
	it hereby excludes, to the extent permitted by law, all
	liability for any personal injury or damage (whether direct
	indirect, special or consequential) suffered by me or loss
	of property while I am on the premises or arising in any
	way out of the use of the facilities and equipment
	provided, however that injury, damage or loss is caused
	including if it is caused by Toowoomba Squash
	Incorporated negligence. I acknowledge that except, a
	provided in this document, Toowoomba Squash
	Incorporated gives no warranties in respect of the facilities
	and equipment it provides. I hereby release and wil
	indemnify and keep indemnified Toowoomba Squash
	Incorporated for any injury or loss suffered by me while or
	the premises.

By agreeing to these terms and conditions, you acknowledge and accept the above provisions.

Failure to abide by any of the entry terms and conditions of your membership above will termite your membership with the Centre immediately.