

# FOUNDRY ATHLETIC

## TERMS AND CONDITIONS

Applicable from 15<sup>th</sup> August, 2024

Welcome to Foundry Athletic. To ensure we are able to provide a safe and comfortable environment for all athletes and staff, please assist us by complying with the following conditions. We advise you to only sign this Agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

### 1. INTRODUCTION

By signing the Agreement you acknowledge and agree:

- You have been given a copy of this Agreement and agree to abide by your obligations in it;
- You are medically sound to undertake a normal course of exercise, you use the Foundry Athletic facilities at your sole risk and responsibility and you are aware that exercise is physically demanding; and

### 2. DEFINITIONS

- **Foundry Athletic, We, Us, Our:** Foundry Athletic. ABN 59 120 953 200. Factory 2, 2-6 Wanrua Street, Cheltenham, VIC, 3192.
- **You, Your, Athlete:** You, Your, Athlete refers to the name in which the membership has been created, which at times may differ to the party paying for the membership, and includes the parent or guardian of the Athlete if the Athlete is under 18 years.
- **Agreement:** This is the Agreement between Foundry Athletic and you, under which you will become Foundry Athletic Athlete
- **Minimum Term:** The term specified in the Agreement form.
- **Code:** Code for operating equipment, opening hours and behaviour in the Facility, specified in these terms and conditions, and in Foundry Athletic signs and handouts.
- **Website:** "Website" means the Foundry Athletic website at [www.foundryathletic.com.au](http://www.foundryathletic.com.au)

### 3. MEMBERSHIPS AVAILABLE

This section constitutes an Agreement summary for understanding our membership options: We note that this Agreement is subject to a cooling-off period; under which you may end the Agreement at any time within 7 business days after the day on which the Agreement is signed.

Foundry Athletic ADP memberships, including Young Guns Membership, are offered for a minimum of 12 weeks (2 full ADP Training Cycles). By committing to a Foundry Athletic ADP membership, an athlete acknowledges this and understands the minimum financial commitment to be of this nature.

Foundry Athletic Rehabilitation memberships are criteria based and no minimum term is applicable. The duration of this membership is decided upon by the treating Physiotherapist and patient together, based upon medical evidence and criteria.

Foundry Athletic Recovery memberships are offered with no minimum term.

#### 4. FOUNDRY ATHLETIC ACCESS

- You must scan your membership pass (FOB or Bluetooth) which registers your attendance for safety, security and insurance purposes – this is mandatory every time you utilise Foundry Athletic as part of your membership
- Booking into classes, as is mandatory, through the Gym Master platform, allows Bluetooth access to Foundry Athletic at designated class times
- Your membership pass is our property and you cannot lend your card or allow anyone else to use it.
- If you lose your membership pass (FOB), you must communicate this to Foundry Athletic ([reception@foundryathletic.com.au](mailto:reception@foundryathletic.com.au)) immediately. A replacement membership pass can be organised at a chargeable cost of \$10 to you, added to your next Direct Debit payment.

#### 5. GENERAL CONDITIONS OF ENTRY & CLUB CODE

To assist us in maintaining a safe and comfortable environment for all athletes and staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership at Foundry Athletic.

**OPENING HOURS:** Members can access Foundry Athletic between 4.00am and 11.00pm. The facility is unavailable outside of these times.

**ENTRY:** Entry will be refused or you may be requested to leave the Facility if:

- You are using abusive or threatening language or behaving in a threatening way; or
- You are under the influence of drugs or alcohol; or
- You behave in another way that is considered by Foundry Athletic to be risky or seriously inappropriate.

**NON-SMOKING:** The smoking of cigarettes or electronic cigarettes (e-cigarettes or vapes) is strictly prohibited.

**RECOVERY ZONE:** Sauna, spa and relaxation zone areas are available for athlete use with the appropriate membership. Minimum standards of dress apply in these areas. The use of Infrared Saunas is not permitted for members aged 16 years and under.

**WET AREAS:** Normal pool/spa safety rules apply for the safety and convenience of all users. These rules are set out on display signs in the Recovery area where the Hot/Cold spas are located. Hot/Cold spa areas are not supervised and you use them at your own risk. You must follow all signs and never run, dive or jump.

**SUITABLE CLOTHES:** All athletes must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.

**TOWELS:** You are required to use a clean towel when participating in classes and when exercising on gym equipment (including exercise mats) to maintain our hygiene and safety standards. You may be requested to cease training if you do not use a towel. Towels are compulsory in the Recovery Zone. Towel hire is available from Reception at a cost of \$3 per day, payable on the spot

or charged to your Gym Master account. Users of Infrared Saunas and Compression garments must ensure they are completely dry before utilising these Recovery modalities.

**CAMERA USE:** You must not use cameras in Foundry Athletic without our permission. Taking photos or videos of other athletes without their consent is a breach of our terms and conditions.

**PARKING:** Parking your car at Foundry Athletic or in the surrounding area is done so at your own risk. To the extent permitted by law, we are not liable for any loss or damage to your vehicle or its contents. Please drive at an appropriate speed upon entering the Foundry Athletic car park as it is an area of high foot traffic.

## 6. USE OF EQUIPMENT

You are required to return equipment to their original state when you have finished, including:

- Return weights and bars to their rack.
- Unload plates from machines and bars.
- Return equipment to its storage location in group training classes and when using the floor independently
- For the safety of you and others, please follow all equipment operating and safety instructions on the equipment.
- If you are not sure of correct use or operation of equipment, please seek assistance from a Physio or Coach.

As a courtesy to other athletes, please use a clean towel when using equipment and keep phone calls to a minimum.

## 7. LOCKERS, VALUABLES AND LOST PROPERTY

- Lockers are available and are located in the foyer of Foundry Athletic, however lockers are NOT security devices.
- To the extent permitted by law, Foundry Athletic employees are not responsible for any loss of, or damage to, personal property from the facility or a locker. We also recommend that you keep all valuables with you while using the facility.
- Damage to, or the loss of locker keys, cards and tokens, will incur a reasonable charge to repair the damage or replace the item.
- Bags are not permitted on the gym floor for safety reasons.
- Any items remaining in lockers or items that have been handed into Reception will be held for two weeks and then donated to charity.

## 8. AGE POLICY

The minimum age for a membership at Foundry Athletic is 13 years of age

- Members aged 16 years and under agree to abide by these conditions:
  - Access to Foundry Athletic Gym (Factory #1) is only permitted during staffed hours
  - Recovery Zone access during unstaffed hours is permitted, however any member aged 16 years and under must be accompanied at all times by a parent or legal guardian whilst using FA Recovery Zone
  - Members aged 16 year and under are NOT permitted to use Infrared Saunas at any stage, including during Staffed hours
- Members aged 17 years and older

- Standard adult membership terms and conditions apply. All classes and equipment are available subject to any medical advice.

## 9. LEGAL RESPONSIBILITY

### MEETING YOUR RESPONSIBILITIES

- Your responsibilities, including payment of membership fees, do not depend on how often you use the facilities at Foundry Athletic.
- You must tell us about anything that affects your membership, and any changes to your contact information and bank details.
- You must inform us in advance and in writing if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.

### PROMISING TO TAKE CARE

You promise to:

- Make sure that you know how to exercise safely, by asking if necessary;
- Use your best endeavours to exercise safely.

### DAMAGE & PERSONAL INJURY

To the extent permitted by law, Foundry Athletic excludes any liability to the athlete in Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the athlete and/or any other person, or for any costs, charges or expenses incurred by the athlete, arising from or in connection with this Agreement and/or the services/products provided by Foundry Athletic and/or any act or omission of Foundry Athletic.

## 10. CANCELLATION / TERMINATION

A cancellation request should be provided to Foundry Athletic with a notice period of 14 days. This time period will start from the date the 'Notice of Cancellation' form is submitted to Foundry Athletic ([admin@foundryathletic.com.au](mailto:admin@foundryathletic.com.au)).

Following the processing of this request, direct debit payment will continue for 2 weekly cycles to conclude the 14 day period, allowing you to complete your final training block.

If an Athlete requests cancellation within the minimum 12 week term of Foundry Athletic ADP membership, the remainder of what is owed up to the conclusion of that 12 week period must be paid.

Cancellation requests will be acknowledged by return email from Foundry Athletic Administration.

## 12. MEMBERSHIP FREEZE

You can freeze your membership for a minimum period of 1 week, up to a maximum of 4 weeks, per 12 month period from sign up day, at no cost to you.

- You must first contact Foundry Athletic ([admin@foundryathletic.com.au](mailto:admin@foundryathletic.com.au)) at least 3 days prior to the start date of the freeze.
- Before freezing your membership, you must make sure your fees are up to date and there are no arrears outstanding on your account.
- Any freeze to a membership beyond the maximum 4 week period will be charged at 50% of the membership rate for the duration of the additional extension period

Please note that any time freezes applied within your minimum term period will be added onto said Minimum Period, effectively extending your minimum term by the length of any freeze.

Note that we cannot backdate any time freeze requests. You must request a freeze three days prior to the start date of the freeze.

## 13. TIME FREEZE FOR CLUB CLOSURES

If we are required by the state or federal government to temporarily close our clubs in your local State (Closure Period), we will freeze your membership for that Closure Period. If this occurs:

- You are entitled to request cancellation of your membership during the Closure Period (applicable cancellation fees will apply) but processing of the cancellation may be delayed until after the Closure Period has ended.

In addition, if the Club is closed for a period of more than one week (e.g. due to refurbishment), you may request that your membership be frozen until the Club re-opens (Closure Period).

## 14. FACILITY TERMS OF ENTRY AND CCTV

### FOB ACCESS PASS TO FOUNDRY ATHLETIC

All athletes are required to confirm their understanding of Foundry Athletic safety procedures by confirming these with a Coach before they can access the Facility outside of staffed hours.

- For an athlete's safety, you cannot ask another athlete to provide you with access to the Club in unstaffed hours.
- You must not admit guests or in any way facilitate unauthorised access to the Facility. If you breach this obligation, you will be notified by Foundry Athletic and a fee of \$100 will be payable to the Foundry Athletic. Breaches of this obligation will risk revocation of all hours access and membership cancellation.
- If you deliberately use the emergency system inappropriately, you agree to pay any costs, loss or damage incurred because of the inappropriate use.

## GENERAL INFORMATION

- You will read and follow all safety instructions displayed on equipment and throughout the Club.
- Do not bring valuables into the Club. Any belongings that you choose to bring into the Club should be kept on you at all times or secured in the lockers provided.
- The Facility will take no responsibility for lost or stolen items.
- The Facility is monitored by Closed Circuit Television (CCTV) at all times.

## CCTV

- You acknowledge and understand that CCTV will be installed in appropriate areas within Foundry Athletic and surrounds as a strategic component for staff, athlete and contractor safety and crime and misconduct prevention.
- By entering Foundry Athletic, you consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with our Privacy Policy.

## 15. ADDITIONAL SAFETY MEASURES

Your safety and the safety of other athletes and our staff is of utmost importance to us and we may, from time to time, introduce reasonable health and safety measures to ensure your safety and safety of other athletes and our staff.

## 16. PRIVACY POLICY

Your “personal information” (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Foundry Athletic in accordance with the provision of their Privacy Statements.

The Foundry Athletic Privacy Statement can be obtained from its website [www.foundryathletic.com.au](http://www.foundryathletic.com.au)

## MARKETING PERMISSIONS

We sometimes film or photograph within Foundry Athletic so it is possible you will appear in the background. By signing your Agreement, you allow us to use your image in promotional and other business-related material.

## ACKNOWLEDGEMENT:

By signing below I agree:

- a) I have read and agree to all Terms and Conditions outlined as part of becoming a member at Foundry Athletic

b) I acknowledge the total minimum contract value and agree to pay this