Wagga Leisure
50 Morgan Street
Wagga Wagga NSW 2650
P 6926 9390
E contact@waggaleisure.com.au
waggaleisure.com.au
ABN 56 044 159 537

Wagga Leisure Terms and Conditions

This document outlines the Terms and Conditions for Wagga Leisure, incorporating Workout Wagga, Oasis Aquatic Centre, Jim Elphick Tennis Centre, Bolton Park Stadium and the Multi-Purpose Stadium facilities operated by Wagga Wagga City Council.

1. General Membership Terms

a) Memberships are non-transferable unless under extenuating circumstances approved by management (transfer fee applies).

b) Membership categories and pricing may change at Council's discretion.

c) Proof is required for concession memberships.

d) Family memberships must reside at the same address and consist of a primary member, partner, and dependents 18 and under.

e) Membership cards or access passes must be presented upon entry.

f) Dependent children aged 18 years or under must have the required parent or guardian consent documentation completed before membership activation.

g) Membership can be suspended or terminated for rule violations, misconduct, or unpaid fees.

2. Facility Access and Conduct

a) 24-hour access is permitted at Workout Wagga via personal access passes.

b) Access passes are non-transferable. Sharing passes will result in immediate cancellation without refund.

c) No guests are permitted during unstaffed hours.

d) Members must not permit tailgating or allow another person to enter the facility using their access pass.

e) Personal trainers not employed or authorised by Wagga Wagga City Council are prohibited from conducting personal training sessions within the facility.

f) Appropriate clothing and enclosed footwear must be worn at all times.

g) Members must maintain appropriate hygiene and courtesy, return all weights and equipment after use, clean equipment following use, and report any faults or damaged equipment to staff as soon as practicable.

h) Member access at Workout Gym is subject to the following age requirements:
1) Members aged 13 years must be always supervised by a parent or legal guardian.

2) Members aged 14 and 15 years may access the gym unsupervised during staffed hours only.

3) Members aged 16 years and over may access the gym at any time, including during unstaffed hours, subject to all membership conditions and access requirements.

i) All members under the age of 18 must have a completed and signed 24/7 Access Waiver and Consent Form provided by a parent or legal guardian before access is granted. Failure to provide a completed and signed waiver will result in access to the gym being denied.

j) Definitions:

1. Supervision means a responsible adult aged 18 years or over, who is a parent or legal guardian where required by this policy, is present and actively supervises the young person.
2. Unsupervised access during staffed hours means a member may use the gym without direct supervision by a parent or legal guardian, during staffed hours.
3. Staffed hours are:
    1. Summer: Monday to Friday, 6:00 am–9:00 pm;
    Saturday and Sunday, 7:30 am–6:00 pm.
    2. Winter: Monday to Friday, 6:00 am–8:00 pm;
    Saturday and Sunday, 7:30 am–3:00 pm.

3. Health, Safety, and Assumption of Risk

a) Members participate in activities at their own risk and are encouraged to seek medical clearance prior to starting an exercise program.

b) By participating, members acknowledge they are responsible for determining whether they are medically fit to participate and should seek medical advice where appropriate.

c) Wagga Leisure is not responsible for personal injury, illness, death, or damage to personal property, except where legally proven as negligence.

d) Members agree to notify the Operator of any changes to medical conditions.

e) Use of emergency systems (e.g., panic buttons, surveillance) is at your discretion during unstaffed hours.

4. Waiver of Liability and Indemnity

a) Members release and indemnify Wagga Wagga City Council, its staff and contractors from all claims related to membership or facility usage.

b) This includes injuries arising from:

- Equipment malfunction or misuse
- Slips, trips, or falls
- Activity intensity or unforeseen incidents

c) Members accept full responsibility for their personal belongings.

d) Members agree to follow warm-up and cool-down procedures, inspect equipment, and use it correctly.

5. Membership Payments, Freezes, and Cancellations

Direct Debit Memberships

a) Payments are debited fortnightly (Thursdays), processed via Payrix.

b) Members are responsible for updating bank or card details.

c) Dishonored payments may incur $10 late fees and result in suspended access.

Cancellation

a) Written notice (minimum 14 days) is required to cancel any membership.

b) All membership cancellation requests must be submitted in writing and sent to oasis@wagga.nsw.gov.au.

c) 12-month memberships may only be cancelled prior to the end of the term under the following circumstances:

- Medical reasons that prevent continued participation
- Permanent relocation beyond a reasonable commuting distance

Appropriate supporting documentation (e.g., medical certificate or proof of relocation) must be provided. A pro rata refund will be issued based on the remaining term of the membership.

Refunds

Except where required by Australian Consumer Law, membership fees are non-refundable.

Membership Freezes

a) Members may suspend (freeze) their membership for a maximum of **84 days per calendar year**.

b) For Upfront Memberships, each day of suspension will be added to the end date of the membership contract. Suspension periods do not count towards the minimum contract term.

c) Suspension periods exceeding **84 days per calendar year** are not permitted unless the member is unable to attend for medical reasons and provides a valid medical certificate. Additional suspension requests will be assessed upon receipt of the supporting documentation.

d) All membership suspension requests must be submitted in writing and sent to oasis@wagga.nsw.gov.au. Members are responsible for notifying Wagga Leisure promptly, and suspensions cannot be backdated unless approved by management under exceptional circumstances.

e) Family membership suspensions apply to all members included on the membership and will be synchronized across the family membership.

Overdue payment clause

Under Direct Debit Memberships, after dishonored payments:

d) Wagga Leisure reserves the right to suspend membership access until all outstanding fees have been paid.

6. Supervision and Responsibility (24-Hour Access)

a) Members are aware that no assistance may be available during unstaffed hours.

b) Workout Wagga recommends training with a partner.

c) Surveillance and panic systems are installed, but immediate help is not guaranteed.

d) Members waive all claims arising from unattended use of facilities.

7. Minors and Guardianship

a) A parent or legal guardian must complete all required consent documentation before a membership for a person under 18 years of age can be activated.

b) Parents and legal guardians acknowledge the inherent risks associated with participation in fitness and aquatic activities and agree to indemnify Wagga Wagga City Council on behalf of the minor to the maximum extent permitted by law.

c) Members under 18 must comply with the access and supervision requirements outlined in Section 2 of these Terms and Conditions.

8. Photography and Publicity

a) Photos/videos may be taken for promotional purposes and used in print, digital, and social media.

b) By entering Wagga Leisure facilities, members acknowledge they may appear incidentally in photographs or videos taken for promotional purposes. Members may request that identifiable future promotional images not be used. Images remain the property of Wagga Wagga City Council.

9. Medical Disclosure and Conditions

a) Members are responsible for disclosing relevant medical conditions.

b) Members agree to cease activity if experiencing adverse symptoms and to notify staff.

c) Members are responsible for determining whether they are medically fit to participate and should seek medical advice where appropriate.

10. Expulsion and Termination

a) Management may immediately terminate memberships for:

- Breach of terms
- Aggressive or inappropriate behaviour
- Harassment or non-compliance
- Continuous payment defaults

b) Terminated members forfeit all rights and privileges.

11. Damage to Equipment and Facilities

Responsibility for Damage

All members, guests, and individuals or groups booking or using Wagga Leisure facilities are responsible for any damage, whether accidental or intentional, caused by themselves or persons under their supervision to any equipment, furnishings, fixtures, or property belonging to Wagga Wagga City Council.

Condition of Use

By accessing or booking Wagga Leisure facilities, users agree:

- To use all equipment and spaces for their intended purposes only

- To report any damage, malfunction, or unsafe conditions to staff immediately
- Not to misuse, move, or attempt to repair equipment or fixtures.

Liability and Charges

Wagga Wagga City Council reserves the right to:

- Charge the responsible individual or group for the cost + 10% of repairs, replacements, or professional cleaning resulting from damage
- Suspend or cancel membership or facility access where damage is deemed intentional or due to negligent conduct
- Withhold future booking privileges for any group or person until all repair costs are paid in full.

Group Bookings & Hirers

The person or organisation making a facility booking shall be deemed the party responsible and liable for any damage caused during the booking period, including by attendees or guests.

12. Privacy Policy

Your information will only be used for operational purposes related to Wagga Leisure and will be handled per Council's privacy standards.

13. Wagga Leisure facilities operate under CCTV surveillance for the purposes of safety, security, incident investigation and crime prevention. Recorded footage may be accessed or provided to authorised personnel, emergency services or law enforcement where required by law.

14. Lockout

Wagga Leisure reserves the right to temporarily suspend or restrict access for maintenance, emergency works, power outages, cleaning, security incidents or operational requirements. No compensation will be payable for temporary closures.

15. Emergency Evacuation

Members must comply immediately with any directions given by staff or emergency services during an emergency or evacuation.

16. Lost property

Wagga Leisure accepts no responsibility for lost, stolen or damaged personal property. Lost property will be retained for a limited period in accordance with Council procedures before being disposed of or donated.

17. Behaviour

Members must not:

• use abusive or threatening language

• damage equipment

• consume alcohol or illegal drugs

• exercise under the influence of drugs or alcohol

• smoke or vape within the facilities

18. Equipment misuse

Wagga Leisure reserves the right to remove or refuse access to any member using equipment in an unsafe or inappropriate manner.

19. Governing Laws

These Terms and Conditions are governed by the laws of New South Wales.

20. Personal Training Programs

All new members are entitled to one complimentary initial personalised training program as part of their membership. This session is designed to assist members with learning correct exercise techniques, understanding equipment usage, and receiving a suitable program based on their individual goals and needs.

Following the initial complimentary program, any additional personalised program reviews, updates, or follow-up sessions requested by the member will incur a fee equivalent to one Personal Training session, currently charged at $60 per session.

Any additional personalised training sessions must be arranged with a staff member prior to the session and payment is required before the session is conducted.

21. Entire Agreement

These Terms and Conditions may be amended from time to time. The most current version will be available on the Wagga Leisure website and at reception. Continued use of Wagga Leisure facilities constitutes acceptance of the current Terms and Conditions.