

BEACHVIEW FITNESS

a facility of Maroubra Seals Sports and Community Club Ltd

TERMS AND CONDITIONS OF MEMBERSHIP

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Beachview Fitness is a fitness and wellness facility operating within Maroubra Seals Sports and Community Club Ltd (the “**Club**”, “**we**”, “**us**” or “**our**”). It incorporates Beachview Gym, Beachview Pilates (Reformer Pilates, Yoga and Mat Pilates), Beachview Group Fitness classes, the swimming pool, Personal Training, and Wellness facilities (Sauna, Steam Room and Ice Baths).

By applying for membership, purchasing a pass, or entering any Beachview Fitness facility, you (“**Member**” or “**you**”) agree to be bound by these Terms and Conditions. Please read them carefully before joining. **Nothing in these Terms and Conditions excludes, restricts or modifies any right, guarantee or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law (ACL) or any other applicable law.**

1. Definitions

- **Membership** means a Gym Membership or a Pilates Membership, as the context requires.
- **Personal Training** or **PT** means the optional, separately charged training service described in clause 8.
- **Wellness Facilities** means the sauna, steam room and ice baths.
- **we, us, our, the Club** means Maroubra Seals Sports and Community Club Ltd, trading as Beachview Fitness.

2. Club Membership

- All members must complete a membership application and be, or become, a financial member of Maroubra Seals Sports and Community Club Ltd.
- Members must keep their contact and payment details up to date at all times.
- All members are bound by the Club's Constitution and its policies and procedures, including as they apply under section 140 of the Corporations Act 2001 (Cth), under which the Club's Constitution has effect as a statutory contract between the Club and each member.
- Club membership is only available to persons aged 18 years or over. As Beachview Fitness is only accessible to current members, no minors (persons under the age of 18) are permitted entry to the facility under any circumstances, regardless of guardianship or adult supervision.

3. Entry and Access

- Members must have a registered Beachview Fitness account, linked to a personalised Mindbody barcode or QR code, for entry to and use of the facility. This is a condition of entry.
- Memberships and access credentials are personal to you, are not transferable, and must not be used, sold, shared or provided to another member or any member of the public.
- Members who share or use an account other than their own may have their access suspended and may face disciplinary action under the Club's Constitution and clause 10 (Cancellation and Termination) of these Terms.

- Appropriate clothing and footwear must be worn at all times when entering, moving through, and exiting the facility.

4. Health and Safety

- Members use the gym, pool, wellness facilities and equipment at their own risk, to the extent permitted by law — see also clause 11 (Liability, Risk Warning and Waiver).
- Members must ensure they are medically fit to exercise and should seek advice from a qualified health professional before starting, or if unsure.
- Any injury, accident, or unsafe condition must be reported to staff immediately.
- Smoking, vaping, alcohol and illicit drugs are not permitted anywhere on the premises.
- Members must advise Club staff, and where relevant their instructor or trainer, of any injury, medical condition or pregnancy before a class or session, and must notify the Club as soon as practicable if a health risk arises during their membership.

5. Gym and Group Fitness Conditions of Entry

By entering these facilities, each member and visitor agrees to the following conditions of entry:

- “No Towel, No Workout” policy applies in the Gym and Group Fitness areas at all times.
- Only trainers, coaches or instructors engaged or authorised by the Club may provide training services on the premises — see clause 8 (Personal Training).
- Inappropriate, offensive, argumentative or aggressive behaviour will not be tolerated and may result in you being asked to leave the premises.
- Mobile phones must not be used at gym equipment; phone use should take place away from other patrons and equipment.
- All equipment must be wiped down and returned immediately after use.
- Members must be considerate of others when using gym equipment, particularly during busy periods. If another member is waiting to use a piece of equipment, please keep your working sets reasonably brief, allow others to “work in” between sets where practical, and avoid reserving multiple pieces of equipment at once.
- Suitable attire and enclosed shoes must be worn, and a towel carried, at all times.
- Wet clothing is not permitted in the Gym.
- Entry to Group Fitness classes requires a valid class booking; late entry is not permitted.
- Group Fitness rooms may only be used during scheduled class times or under staff supervision.
- Gym facilities and Group Fitness classes are available only to current members or holders of a valid casual pass (a single-visit or short-term pass purchased in accordance with the Club's current fee schedule).
- Patrons must follow all reasonable staff direction and Club rules at all times.
- To the extent permitted by law, Beachview Fitness accepts no responsibility for lost, damaged or stolen personal items.
- Membership or entry may be suspended or cancelled for breach of these conditions, in accordance with clause 10 (Cancellation and Termination).
- These conditions of entry may be amended by the Club from time to time — see clause 15 (Amendments).

6. Gym Membership Types, Fees and Payments

Current fees for all membership, pack and casual entry types, and for Personal Training, are set out in the Club's current fee schedule, available at reception and online, and provided to you before you join.

- Gym membership and entry types: Weekly Membership (direct debit), Monthly Upfront Membership (31 days), Yearly Upfront Membership (365 days), and Casual Entry (a single-visit pass with no ongoing commitment).
- Upfront memberships (Monthly or Yearly): fees are paid in advance for the agreed term. Except where the ACL consumer guarantees apply, or as set out in clause 10.1 (early exit) and clause 10.2 (refund calculation), these fees are non-refundable.
- Casual Entry is paid at the time of visit, is non-refundable once used, and does not carry any of the ongoing rights or obligations of a membership (including pausing under clause 9).
- You agree to pay all fees under your membership agreement, comply with all Club rules, and ensure sufficient cleared funds are available in your nominated account on each scheduled direct debit date.
- You must tell the Club promptly if you believe a Club activity poses a risk to your health.

6.1 Weekly and Periodic Direct Debit Memberships

- No lock-in contract. Billed weekly by direct debit, automatically renewing every 7 days from your chosen start date, until cancelled under clause 10.
- Not transferable between individuals and cannot be extended; fees are non-refundable other than as required by law.
- Class bookings entitle you to book during your current booking cycle and the following cycle. For example, if your cycle starts 1 January, you may book for 1–7 January and 8–14 January.
- A failed or dishonoured payment will incur a dishonour fee reflecting the Club's reasonably estimated cost of the failed transaction, deducted on the next scheduled payment date. Repeated failures may result in suspended access until the account is current.
- Periodic Debit memberships are ongoing and continue until terminated by you or the Club under clause 10.
- This clause 6.1 also applies to the Beachview Pilates Weekly Unlimited Membership described in clause 7, and to the Gym Access Add-On described in clause 7.2.

7. Beachview Pilates — Membership Types, Class Packs and Add-Ons

The following applies to Beachview Pilates (Reformer Pilates, Yoga and Mat Pilates):

7.1 Pilates Membership, Pack and Entry Types

- Weekly Unlimited Membership: an ongoing direct debit membership giving unlimited access to Pilates, Yoga and Mat Pilates classes, subject to booking availability. This membership follows the direct debit terms set out in clause 6.1.
- Class Packs (10, 25 or 50 classes): pre-purchased in a single upfront payment and credited to your account as class credits, deducted as classes are booked. Class packs are non-refundable and non-transferable, and any unused credits expire in accordance with the validity period stated in the current fee schedule at the time of purchase.
- Casual Class Visit: a single-class casual entry, booked and paid for at the time of booking, with no ongoing commitment. Casual visits do not carry the rights of a membership (including pausing under clause 9).
- Strikes under clause 7.3 are not issued for classes booked using a Class Pack or Casual Class Visit.

7.2 Gym Access Add-On

- A Member with an active Weekly Unlimited Pilates Membership may add on access to the Gym for an additional weekly fee, set out in the current fee schedule.
- The Gym Access Add-On is only available to, and only while you hold, an active Weekly Unlimited Pilates Membership. It cannot be purchased on its own or alongside any other Pilates membership, pack or casual entry type.
- The Add-On is billed together with your Weekly Unlimited Pilates Membership direct debit, and is subject to the same terms and conditions as other Pilates passes and packs under this clause 7, including as to cancellation and non-transferability.
- The Gym Access Add-On ends automatically if your Weekly Unlimited Pilates Membership is paused, cancelled, or otherwise lapses.

7.3 Class Booking and Cancellation

- Cancel or change a class through the app before the cancellation cut-off. A minimum of 2 hours' notice is required. If your class is at 7am Tuesday, cancellation is required by 5am Tuesday.
- This policy exists so that a cancelled place can reasonably be offered to another member.
- Cancellations within 2 hours, or non-attendance, are marked as a “no-show” and are not refunded. A strike system applies: after 4 strikes in a rolling period, a \$50 fee applies (reflecting the cost of the forfeited booking) and your strike count resets. Strikes do not apply to classes booked using a Class Pack or Casual Class Visit.
- Trainers and classes are subject to change, and the Club may cancel a class if reasonably necessary. Where possible, reasonable notice will be given.
- Members arriving more than 5 minutes after a class's scheduled start time will not be permitted to enter that class, for safety and to avoid disrupting other participants. The class will be treated as a no-show under this clause.

8. Personal Training (Optional Add-On)

Personal Training is an optional, separately charged service available to current Beachview Fitness Gym or Pilates members. The following terms apply in addition to the general rules in these Terms and Conditions.

- Eligibility: an active Beachview Fitness Gym or Pilates membership and valid gym pass are required.
- Booking: all PT sessions must be booked through the Seals Fitness app.
- Location: sessions are conducted in the Level 4 Fitness Centre only, unless otherwise agreed with the Club.
- Punctuality: sessions begin and finish at the scheduled time and will not be extended for late arrival.
- Cancellation: a minimum of 24 hours' notice is required to cancel or reschedule a session. Sessions cancelled with less notice, or not attended, are forfeited and charged in full.
- If a trainer cancels due to illness or unforeseen circumstances, the Club will offer a rescheduled session or a credit.
- Sessions are for the named, booked member only and are not transferable to another person.
- Shared sessions are limited to a maximum of two participants and must be booked using the applicable shared-session option.
- Equipment used during sessions is subject to availability.
- All general Gym rules and policies in these Terms apply during PT sessions.

- Members must advise their trainer of any injury, medical condition, or change in health before each session.
- Only trainers engaged or authorised by the Club may deliver Personal Training at Beachview Fitness.
- PT session and package fees, billing and any package expiry are set out in the current PT fee schedule provided at the time of booking.
- Requests for exceptions to these PT Terms must be made in writing to the Fitness Department. Trainers are not authorised to approve exceptions.

9. Pausing Memberships (Gym and Pilates)

This clause applies to ongoing Gym and Pilates memberships (Weekly, Monthly Upfront and Yearly Upfront Gym Memberships, and the Weekly Unlimited Pilates Membership). It does not apply to Class Packs, Casual Entry or Casual Class Visits, which do not have pause rights. To pause an eligible membership, you must apply in writing to fitness@maroubraseals.com.au. All pause requests are subject to management discretion.

- Yearly Upfront Gym Membership: up to 2 pauses per year, totalling no more than 4 weeks.
- Weekly Gym Membership and Weekly Unlimited Pilates Membership: up to 2 pauses per year, totalling no more than 4 weeks.
- Monthly Upfront Gym Membership: pauses are not available.
- Pausing for injury, a medical or health condition, or pregnancy requires a medical certificate from an accredited medical practitioner.
- Memberships cannot be cancelled while paused. Any required cancellation notice period will only begin once the pause has ended and the membership has resumed.
- If your Weekly Unlimited Pilates Membership is paused, any active Gym Access Add-On (clause 7.2) is paused with it and resumes only when the membership resumes.

10. Cancellation and Termination

10.1 Cancelling your membership

- All cancellations must be requested in writing to fitness@maroubraseals.com.au.
- Weekly and Periodic Direct Debit memberships (including the Weekly Unlimited Pilates Membership and Gym Access Add-On): a minimum of 30 days' written notice is required. Direct debits continue until the notice period ends. If you have not received a response within 7 days of your request, please follow up with the Club.
- Upfront memberships (Monthly or Yearly Gym Membership) are fixed-term. Early exit before the end of the term may be granted, on reasonable supporting evidence (such as a medical certificate, proof of relocation beyond a reasonable radius of the Club, or evidence of significant financial hardship), considered by management on a case-by-case basis. Where an early exit is approved, any refund is calculated in accordance with clause 10.2.
- Class Packs and Casual Entry/Casual Class Visits are not ongoing commitments and do not require cancellation; unused Class Pack credits are dealt with under clause 7.1.
- A membership cannot be cancelled while it is paused — see clause 9.

10.2 Refund Calculation

Where a refund is payable on an approved early exit under clause 10.1, or on cancellation by the Club under clause 10.3, the refund for Upfront Gym Memberships is calculated as follows, rather than as a simple pro-rata split of the discounted membership price:

- Yearly Upfront Gym Membership: the yearly fee paid, less the current Monthly Upfront Membership price multiplied by the number of months the membership was used, with any remaining balance refunded.
- Monthly Upfront Gym Membership: the monthly fee paid, less the current Casual Entry price multiplied by the number of visits made during that month, with any remaining balance refunded.
- This method values the period you used at the Club's standard non-discounted rate for that usage, so that the benefit of the upfront discount applies only to a membership completed in full.

10.3 Cancellation by the Club

- The Club may suspend or cancel a membership for a serious or repeated breach of these Terms, the Club's Constitution, or its policies and procedures. Where reasonably practicable, the Club will first give the member a warning and a reasonable opportunity to respond, except where conduct poses an immediate risk to health, safety or property.
- Examples of serious breach include, but are not limited to: sharing, selling or otherwise providing your membership or access credentials to another member or a member of the public, or accessing or attempting to access the facility without a valid membership, pass or payment. Conduct of this kind is treated as an immediate risk under this clause and may result in immediate suspension and termination without prior warning.
- Where the Club cancels a membership under this clause, any remaining balance is refunded in accordance with clause 10.2 (Refund Calculation).
- If the Club materially and permanently reduces the facilities or services available under your membership (other than for routine maintenance, cleaning, or a reasonable short-term closure), you may cancel your membership without further liability for future fees, by written notice to the Club.

11. Liability, Risk Warning and Waiver

Risk warning: Physical exercise, and use of the gym, pool, group fitness studio, Pilates equipment, and Wellness Facilities (including the sauna, steam room and ice baths), involve inherent risks, including the risk of injury, illness, aggravation of an existing condition, or in rare cases death.

- We recommend you obtain medical clearance before beginning, or returning to, exercise, and that you tell your instructor or trainer of any relevant health condition, injury or pregnancy before a class or session begins.
- To the extent permitted by law, you participate in all activities, and use all facilities and equipment, at your own risk, and you release Maroubra Seals Sports and Community Club Ltd, its directors, officers, employees, contractors and representatives from any claim, loss, liability, damage or cost arising from your participation — except to the extent it is caused by our negligence, or relates to a guarantee that cannot be excluded under the Australian Consumer Law.
- Nothing in this clause excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded.
- To the extent permitted by law, the Club is not responsible for personal property that is lost, stolen or damaged on the premises.
- The Club may alter, suspend or cancel opening hours, class times, facilities, equipment, pricing, or any product or service, acting reasonably. Where a change is material, clause 10.3 applies.
- If the sauna, steam room, pool, or any item of gym or Pilates equipment is temporarily out of service for any reason, no refund, credit or compensation will be provided. The Club will endeavour to have the facility or equipment repaired or replaced within a reasonable time and will keep members informed of the expected timeframe.

12. Privacy

- We collect personal information (including your name, contact and payment details and, where relevant to a pause or exception request, health information) to administer your membership, process payments, and operate the facility safely.
- Direct debit information may be disclosed to financial institutions to process payments, verify your direct debit request, or resolve a payment dispute, or as otherwise required or authorised by law.
- CCTV: the Club operates ongoing video recording throughout the facility for security purposes. Footage is accessible only to authorised staff, and may be released to NSW Police under a warrant or other lawful process, or otherwise with the Club's approval.
- We handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. You may request access to, or correction of, your personal information, or make a privacy complaint, by emailing fitness@maroubraiseals.com.au.
- The Club may photograph or film areas of the facility for marketing purposes. Members who do not wish to be identifiable in such material may advise staff in writing at any time.

13. Conduct

- Members must act respectfully toward staff and other members. Aggressive, abusive or antisocial behaviour may result in suspension or termination of membership under clause 10.3.
- Equipment must be returned after use; weights must not be dropped or left unattended.
- Mobile phones must not be used to photograph or film other members without their consent.

14. Complaints and Dispute Resolution

- If you have a complaint or concern, please raise it with Beachview Fitness staff, or email fitness@maroubraiseals.com.au. We aim to acknowledge and respond within a reasonable time.

15. Amendments

- The Club reserves the right to amend these Terms and Conditions at any time.
- Members will be notified of material changes by email or on-site notice, with reasonable advance notice where practicable.

16. Pool and Wellness Facility Rules

Pool

- Shower before entering.
- A swimming cap must be worn by everyone using the pool.
- Be courteous to other swimmers — share lanes if the pool is busy.
- Be considerate of other users — minimise noise and avoid blocking lanes or entry points.
- No food or drinks in or around the pool.
- No oils or sprays.

Steam Room

- Shower before entering.
- Wear appropriate swimwear; no underwear, clothing or shoes.

- Respect other users — minimise noise, avoid blocking the door or taking up space.
- No shaving.
- No food or drinks.
- No oils, sprays, creams or salt.

Ice Bath

- Shower before entering.
- Do not sit or stand on ice bath components.
- Wear appropriate swimwear; no underwear, clothing or shoes.
- Be considerate of other users.
- No food or drinks in or around the ice bath.
- No oils or sprays.

Sauna

- Shower before entering.
- Wear appropriate swimwear; no underwear, clothing or shoes.
- Always sit on a towel to protect the cedar and prolong the sauna's life.
- No oils or sprays — strictly prohibited; violators identified on CCTV may face suspension from the facility.
- Respect other users — minimise noise, avoid blocking the door or taking up space.
- No food or drinks.

Health Precautions for Wellness Facilities

Consult a doctor before use if you:

- Have poor physical health
- Suffer from high blood pressure or heart disease
- Are taking prescribed medication
- Are pregnant

Emergency: in the event of an emergency, contact a gym attendant or reception immediately.

17. Contact

Questions about these Terms and Conditions can be sent to fitness@maroubra-seals.com.au.