



## CROWN SPA AND CROWN METROPOL FITNESS PROGRAMS

TERMS AND CONDITIONS - UPDATED JUNE 2022

### 1. DEFINITIONS

In these Rules, unless the context otherwise requires:

**Benefits** means the benefits available to Members as specified in the relevant Program as set out in the Program brochure (as amended from time to time).

**Card** means the Crown Membership Program Card that Crown may issue to the Member;

**Crown** means Burswood Nominees Limited ABN 24 078 250 307 as trustee for the Burswood Property Trust ABN 35 491 489 282, trading as Crown Perth managed by Burswood Resort (Management) Limited ABN 68 009 396 945 and Crown Melbourne Limited ACN 006 973 262.

**Crown Melbourne** means Crown Melbourne Limited ACN 006 973 262 being the provider of the Benefits at Crown Melbourne.

**Crown Perth** means Burswood Nominees Limited ABN 24 078 250 307 as trustee for the Burswood Property Trust ABN 35 491 489 282, trading as Crown Perth managed by Burswood Resort (Management) Limited ABN 68 009 396 945 being the provider of the Benefits at Crown Perth;

**Facility or Facilities** means the Crown Metropol gym and leisure facilities or the Crown Towers Spa, gym or leisure facilities at Crown and the undercover parking and other venues within Crown that members are permitted to use as a Member, as applicable.

**Facility Rules** means the terms and conditions applicable to the use of the relevant Facility.

**Member** is a person who is granted membership pursuant to Rule 2.3 and subject to Rule 2.9;

**Member's Effective Date** means the date upon which a Member's membership commences and is the date on which their application is accepted by Crown and the initial membership fee is paid.

**Membership** means a current membership issued to a Member by Crown pursuant to the Rules;

**Membership Year** means a period of twelve (12) months commencing from the Member's Effective Date.

**Promotional Material** means any mail, regular communications, offers, promotions and advertising in connection with the Programs and Crown;

**Related Entity** has the same meanings as those in the Corporations Act 2001; **Rules** means these terms and conditions (as may be amended from time to time);

**Special Events Periods** includes New Year's Eve and major sporting and cultural special event periods as determined by Crown.

## **2. MEMBERSHIP**

- 2.1. These terms and conditions apply to membership to the Crown Towers Spa Club and Metropol Fitness Club at Crown Perth and the Crown Towers Spa Club at Crown Melbourne. (**Programs**) and every member of these Programs is subject to these terms and conditions.
- 2.2. These Rules are effective from 17 May 2022.
- 2.3. Membership to the Programs is offered at the discretion of Crown and membership becomes effective from the Member's Effective Date.
- 2.4. Membership will remain valid during the period that the Member pays their membership fees. Non-payment of fees will result in cancellation of the membership.
- 2.6. Subject to these Rules, membership is granted at the discretion of Crown.
- 2.7. Applicants for membership must be 18 years of age or over and must not be excluded from Crown Perth, Crown Melbourne or Crown Sydney for any reason.
- 2.8. Members must promptly notify Crown of any change to their name, contact or other membership details.
- 2.9. Crown will provide Benefits to Members in accordance with these Rules and those set out in the relevant Program brochure. Program brochures are available at [www.crownhotels.com.au/crown-towers-spa-and-crown-metropol-fitness-club-terms-and-conditions](http://www.crownhotels.com.au/crown-towers-spa-and-crown-metropol-fitness-club-terms-and-conditions)

## **4. MEMBERSHIP CARDS**

- 4.1. The Card remains the property of Crown at all times. It is the responsibility of the Member to safeguard their Card and take precautions against the loss, or any unauthorised use of the Card.
- 4.2. Members must ensure that their Card has been presented to the Crown attendant prior to using each Facility.
- 4.3. The Card is not transferable or valid for use by any other person other than the Member.

## **5. MEMBERSHIP BENEFITS AND CHANGES TO PROGRAM**

- 5.1. Crown reserves the right at any time to change these Rules or the Benefits. The changes that Crown may make to the Benefits include, without limitation, changes to:
  - (a) these Rules;
  - (b) the type and availability of Benefits;
  - (c) restrictions relating to Special Events Periods;
  - (d) the services and products available at Crown;
  - (e) the Membership fee; and
  - (f) the existence of the Programs.
- 5.2. Crown will use its best endeavours to notify Members of any material detrimental changes to the Program upon 30 days' written notice.
- 5.3. Crown will give notice to the Member of any non-material changes as is reasonable and practicable to do so in the circumstances.
- 5.4. Notice is deemed to be given by Crown upon sending an email to the Member's address specified on the Member's application form.
- 5.5. The Benefits may not be combined with any other membership rewards, benefits, offers or discounts. Any unused Benefits will expire at the end of each calendar month or Membership Year as applicable.
- 5.6. Subject to applicable laws, Crown shall not be liable in any way to the Member in relation to the availability or withdrawal of particular Benefits, which may have been previously promoted as being available.

## **6. LOST OR STOLEN CARDS**

- 6.1. In the event that the Member's Card may be lost or stolen the Member is responsible for immediately reporting the loss or theft to Crown.
- 6.2. Crown may replace a Card at its discretion. Crown reserves the right to:
  - (a) charge a fee for a replacement Card, or
  - (b) cancel a membership if the Member, in Crown's sole opinion, has claimed an excessive number of lost, damaged and/or stolen Card reprints.
- 6.3. Where a Member's Card is lost or stolen, Crown may require the Member to produce other forms of identification in order to utilise the Facility.

## **7. SUSPENSION OR TERMINATION OF MEMBERSHIP**

- 7.1. Crown may immediately terminate and/or suspend the Member's Membership if, in Crown's reasonable opinion, any of the following occur:
  - (a) failure by the Member to strictly comply with the Rules;
  - (b) conduct by the Member which Crown in its reasonable opinion considers:
    - (i) to be dishonest, offensive, illegal, disruptive and/or intimidating to patrons or staff,
    - (ii) as interfering with or misusing equipment or property;
  - (c) non-payment of two consecutive membership fees payments;
  - (d) the death or incapacity of the Member;
  - (e) the Member is prohibited from entering Crown Melbourne, Crown Sydney or Crown Perth for any reason.
- 7.2. In the event that the Member's Membership is terminated or suspended, the Member must on demand immediately return the Card to Crown.
- 7.3. In the event a Member wishes to terminate their membership, the Member must return the Card to Crown and notify Crown in writing.
- 7.4. The Member must give one (1) months' notice of their intention to terminate their Membership.
- 7.5. The Member may request that their Membership be suspended for a period of up to one month in any Membership Year in the event they are unable to use the Facilities and Benefits as a result of a medical condition. In order to suspend their Membership, the Member must supply one week's prior notice in writing. Suspension can be taken either in a month block or in two, two week blocks.
- 7.6. To suspend membership the Member must provide a medical certificate confirming the Member's inability to use the Facilities or Benefits as a consequence of a medical condition. The Member must hand in their Card to reception for the period of which the Member has suspended their Membership. A medical certificate which states that the Member is fit to use the Facilities and Benefits must be provided prior to the reactivation of a Member's membership.
- 7.7. Where a Member suspends/terminates their membership mid-way through a payment cycle, and the period remaining is less than:
  - 1 week, a Member is entitled to 75% of all Benefits;
  - 2 weeks, a Member is entitled to 50% of all Benefits;
  - 3 weeks, a Member is entitled to 25% of all Benefits.

## **8. PRIVACY**

- 8.1. The Member authorises Crown to collect their personal information and personal health information for purposes directly related to its functions or activities, including processing and managing your Membership and associated services. If you do not provide this information, we may not be able to provide you with these services. Your personal information may be disclosed to related entities and other companies acting on Crown's behalf, which may include those located overseas. Please refer to the applicable Crown entities privacy policies at <http://www.crownperth.com.au> or [www.crownmelbourne.com.au](http://www.crownmelbourne.com.au) for full details including how you may access your personal information and/or complain about a privacy breach.
- 8.2. The Member acknowledges and agrees that Crown and its Related Entities may use information acquired by any of them about the Member or otherwise lawfully obtained by them:
  - (a) for marketing, planning, product development and other commercial purposes;
  - (b) as permitted or required by any other law including any applicable privacy legislation in force and as amended from time to time; and
  - (c) for any activities related to or consequent upon the above, and for the purposes of the above may disclose all such information to other parties who are acting on behalf of or in conjunction with Crown or its Related Entities.
- 8.3. This Rule 8 survives the expiry or termination of the Program or Membership.

## **9. TERMINATION OF OPERATION OF THE PROGRAM**

- 9.1. Crown provides no warranty as to the continuing availability of the Program and Crown may suspend the operation of the Program or cease to operate the Program at any time on three (3) months' written notice to Members.
- 9.2. In the event that the Program ceases to operate, all Benefits which have not been used within the notice period will be cancelled.

## **10. ADDITIONAL RULES**

- 10.1. The Member must comply with the relevant Facility Rules and the following rules in order to provide a safe and enjoyable environment for all Members:
  - (a) Members must consult a medical practitioner before using a Facility;
  - (b) Members must not use a Facility while suffering from any medical conditions that could be detrimental to the Member, other members or guests;
  - (c) Members shall not use the Facility while under the influence of alcohol or drugs;
  - (e) Crown takes no responsibility for loss of property while on Crown premises (except where due to Crown's negligence or intentional act); and
  - (f) Members must wear suitable attire as required by Crown while using the Facilities.
- 10.2. Unless permitted by Crown (through use of a Member's allocated guest passes) and subject to the payment of any applicable fees, guests of Members are prohibited from using the Facility.
- 10.3. Members must comply with all other Facility Rules notified to the Member.

## 11. LIABILITY

- 11.1. To the extent our goods or services are not of a kind ordinarily acquired for personal, domestic or household use of consumption, and then we limit our liability to repair or replacement of goods, or supplying services again or payment for the cost of supplying services again, in accordance with section 64A of the Australian Consumer Law.
- 11.2. To the extent that any services provided are recreational services, use of the pool, gymnasium and some other areas may amount to Recreational Services as defined under the *Australian Consumer Law*, the *Civil Liability Act 2002 (WA)* and the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*. Where services are Recreational Services, Crown can exclude or limit liability for death or personal injury as set out in these Rules.
- 11.3. Recreational Services, including use of the Facilities, in particular the pool, gymnasium and leisure facilities, is subject to risks. These include death, serious injury or illness or the occurrence of a medical condition (**Risks**). The Member agrees that Crown's liability for Recreational Services, and for the Risks, is excluded to the extent set out in Rule 11.2.
- 11.4. Members are responsible for any actions or omissions of their guests invited on the Member's guest passes.

## 12. FITNESS INDUSTRY CODES – COOLING OFF PERIOD FOR MEMBERS

For those Members who become Members at Crown Perth:

**This Membership is subject to a 48 hour cooling off period, in accordance with the *Fair Trading (Fitness Industry Interim Code) Regulations 2020 (WA)* after signing the relevant application form. This agreement can be terminated without reason within this 7 day period by written notice to [leisurereservations@crownpertth.com.au](mailto:leisurereservations@crownpertth.com.au), and any Membership payments shall be refunded within a reasonable period of time.**

This is an ongoing membership agreement. The agreement will continue until it is terminated by either you or Crown in the way described in these Rules. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until the arrangement is cancelled by you notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in these Rules, then you may be liable to Crown for breach of these Rules.

## 13. GENERAL

- 13.1. In the event of any inconsistency between any other document brought into existence for the purposes of the Programs and these Rules, these Rules shall prevail.
- 13.2. Any tax liabilities and other duties arising from the receipt and use of Benefits remain the sole responsibility of the Member. Members should seek independent professional advice in connection with such matters.
- 13.3. These Rules replace all previous rules and agreements issued by Crown concerning its subject matter.
- 13.4. Any notice or other communication provided for in these Rules is taken to be properly given or delivered if sent by mail or email to the Member.
- 13.5. For use of a Facility at Crown Melbourne, the governing law of these Rules is the State of Victoria and is subject to the non-exclusive jurisdiction of the laws of Victoria.
- 12.6 For use of a Facility at Crown Perth, the governing law of these Rules is of the State of Western Australia and is subject to the non-exclusive jurisdiction of the laws of Western Australia.

## 14. INTERPRETATION

14.1. In this agreement unless the context requires otherwise:

- (a) a word or expression in the singular includes the plural, and the plural includes the singular;
- (b) words of one gender include all genders;
- (c) a reference to a party in this agreement includes a permitted assign or a permitted substitute of that party;
- (d) words importing persons include all bodies and associations, corporate or unincorporated;
- (e) a reference to this agreement includes the schedules and annexures to this agreement;
- (f) a reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) headings are included for convenience only and will not affect the interpretation of this agreement;
- (h) all references to money are to Australian currency, except where otherwise indicated.

14.2. In consideration of Crown admitting the Member to Membership of the Program, the Member agrees to be bound by these Rules and acknowledges the right of Crown to rely upon them as an indication of the Member's consent to any acts authorised or contemplated by these Rules.

14.3. To the extent that any provision in these Rules is illegal or unenforceable, it is severed without affecting the validity or enforceability of the remaining Rules.

14.4. The information the Member supplies here ensures the Member receives the most appropriate care and attention.

## ACCEPTANCE OF TERMS AND CONDITIONS

I confirm that I have read and agree to these Crown Towers Spa Club and Crown Metropol Fitness Club Rules in particular the waiver of liability in relation to Recreational Services, set out above.

Print Name

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Signature

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Date

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