

## Cockburn Ice Arena

# Stick & Puck Membership Agreement Terms & Conditions

This Membership Agreement is made between you and Cockburn Ice Arena Pty Ltd (ACN 071 820 650) trading as “Cockburn Ice Arena” (**Membership Agreement**).

### What your Membership entitles you to

- Your Membership allows unlimited access to specific sessions, as specified by your Membership Type.
- Members can practise in any scheduled session that their Membership Type entitles them to use.
- Members can attend any public ice skating session for the duration of their Membership, but for safety reasons must not use hockey sticks or pucks.
- Membership includes access to the rink facilities, which include but are not limited to: skating surface, first aid facility and first aid trained staff, change rooms, ablutions (including showers), and café.
- Members purchasing a hockey practise pass have access to over 20 hours of exclusive hockey practice sessions per week on Rink 2. More sessions are added during the off-season. Public skaters cannot access this ice time. Stick & Puck sessions can be viewed at <https://www.rectimes.app/cia>.

### Periodic Agreement

This is a periodic Membership Agreement. The agreement will continue until either you or we terminate it in accordance with the terms of this Membership Agreement.

### Cancellation of Recurring Payments

Pursuant to the terms of this agreement, your Membership Fees will continue to be debited from your credit or debit card until we cancel the arrangement by notifying the RP Provider following your termination of your Membership Agreement. If you terminate the Recurring Payment Authority in a manner not described in this Membership Agreement, you may be liable to us for damages for breach of contract.

### No Cooling off period

This Membership Agreement is not subject to any cooling off period.

# 1 DEFINITIONS & INTERPRETATION

## 1.1 Definitions

In this Membership Agreement, unless the context requires otherwise:

- (a) **Membership:** grants access to ice time, which varies based on the type of Membership. Members pay for this access monthly through recurring payments until the Membership is either cancelled or suspended by management or the Member.
- (b) **Cancellation Date:** the date your Membership is deemed to be cancelled as set out in this Membership Agreement.
- (c) **Cancellation Form:** the form used to cancel your Membership at Cockburn Ice Arena, available at <https://www.cockburnicearena.com.au/Membership-cancellation/>.
- (d) **Change of Membership Form:** the form used to change from one Membership Type to another. Change of Membership is outlined in [clause 3.7](#).
- (e) **Cockburn Ice Arena:** Cockburn Ice Arena Pty Ltd (ABN 55 071 820 650) trading as 'Cockburn Ice Arena' with its registered address at 401 Progress Drive, Bibra Lake, Western Australia. A reference to "we", "us" or "our" means, where the context permits, Cockburn Ice Arena.
- (f) **Commencement Date:** the date the Membership Payment Link is submitted.
- (g) **Fob:** the electronic device given to Members that allows access to the building during non-Staffed Hours. Members must scan this Fob at reception to register attendance. Swipe Cards are no longer available to new Members. If an existing Member with a Swipe Card requires a replacement, they will be issued with a Fob.
- (h) **Member:** an individual or family holding a Membership with us.
- (i) **Membership Agreement or Agreement:** these terms and conditions which govern your Membership, including your Membership Payment Link which forms part of these terms and conditions (as may be amended from time to time in accordance with any relevant laws or Regulations).
- (j) **Membership Fee:** the amount stated in the Membership Payment Link for your Membership Type, to be debited to your account monthly on the Recurring Payment Date.
- (k) **Membership Payment Link:** the online payment form completed by you to sign up to a Membership.
- (l) **Membership Type:** different type of Membership options at the election of the Member that may provide different access rights or entitlements, as set out in [Schedule 1](#).
- (m) **Minor:** a Member under the age of 18 and includes the parent or guardian of that Member.
- (n) **Non-Member Skater:** any skater that is not a Member.
- (o) **Recurring Payment Authority:** the Recurring Payment method you authorise the RP Provider to establish for the purposes of paying your Membership Fees in accordance with [clause 5.1](#).
- (p) **Recurring Payment Date:** the date our monthly Membership Fees are deducted from your account as specified in your Membership Payment Link.
- (q) **RP Provider:** the Recurring Payment service provider used by Cockburn Ice Arena and stated on the Membership Payment Link and/or Recurring Payment Authority.
- (r) **Regulations:** any Regulations imposed by any government authority applying to recreational facilities operated by Cockburn Ice Arena in the relevant jurisdiction.
- (s) **Staffed Hours:** the hours during which staff are present at Cockburn Ice Arena.
- (t) **Suspension Form:** the form used to suspend your Membership at Cockburn Ice Arena, available at <https://www.cockburnicearena.com.au/Membership-suspension/>.
- (u) **Swipe Card:** the electronic card used to access the Cockburn Ice Arena facility and to register attendance by scanning at Reception. Swipe Cards are no longer available to new Members. If an existing Member with a Swipe Card requires a replacement, they will be issued with a Fob.

## 1.2 Interpretation

In this Membership Agreement, unless expressed to the contrary:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Membership Agreement;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (d) a reference to:

- (i) “you” refers to the person entering into this Membership Agreement;
  - (ii) a clause or sub-clause refers to a clause or sub-clause of this Membership Agreement;
  - (iii) a person includes a firm, unincorporated association, corporation, partnership or a government or statutory body or authority;
  - (iv) a person includes its legal personal representatives, successors and assigns;
  - (v) a party includes that party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
  - (vii) a statute, ordinance, code or other law includes Regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (e) the meaning of a general word or phrase is not limited by specific examples introduced by “including”, “for example” or similar expressions.

## 2 TERMS & CONDITIONS OF MEMBERSHIP

### 2.1 General terms and conditions

By purchasing a figure skating or synchronized skating Membership, Members agree to the following terms and conditions outlined below:

- (a) Your Membership at Cockburn Ice Arena is governed by this Membership Agreement. This Membership Agreement sets out the rights and obligations of Cockburn Ice Arena and the Member in relation to the Membership.
- (b) By entering into this Agreement you acknowledge that you have received and read a copy of the Private Session Etiquette Policy and accept and agree to comply with the terms of our Membership Agreement.
- (c) Unless otherwise stated on your Membership Payment Link, the term of your Membership is for an indefinite period commencing on the Commencement Date.
- (d) We may change any provisions of this Membership Agreement from time to time with immediate effect, and you agree that such notice may be given by email to the email address provided by you to Cockburn Ice Arena or in any other manner Cockburn Ice Arena deems appropriate. If you do not agree to the new provisions, you may cancel this Agreement in accordance with [clause 3.10\(a\)](#).
- (e) In the event of any conflict or inconsistency between this Membership Agreement, the Membership Payment Link or any Policies, the documents will take priority in the order listed in this [clause 2.1](#).
- (f) Once a Member enters into this Membership Agreement, Cockburn Ice Arena will provide a signed copy of the Member’s Membership Agreement (or the accompanying Membership Payment Link) and any signed third party Agreement (if applicable) that the Member has entered into within a reasonable timeframe upon receipt of a written request for this specific documentation from that Member.
- (g) Members must be medically sound to undertake ice skating training and agree to use C.I.A. facilities at their own risk. Members are aware that ice skating is physically demanding, and participation may pose a risk for significant injury and general health. Members agree to the standard risk conditions that are displayed at C.I.A. reception ([appendix 1](#) and [clause 3.4a](#)).
- (h) Members must possess a valid Membership to access the applicable sessions. Members are provided with a Fob or Swipe Card that allows access to the building, and are required to tag in prior to entry. Access to sessions may vary depending upon Membership Type. See [Schedule 1](#).
- (i) Additional Member Fobs can be purchased by parents/guardians at a cost of \$30 per Fob. Any replacement Fob is at a cost of \$50.
- (j) Required gear for Stick & Puck sessions is as follows: Helmet, shins, elbows, skates, gloves, shoulders, hockey pants, cup, jersey, hockey socks and stick. Any player who is not wearing the items above will be asked to leave the ice, as it exposes them to risk and injury.
- (k) Members agree to abide by the Ice Hockey Australia Code of Conduct, which is subject to change without advance notice.
- (l) Prices vary according to Membership Type and are subject to annual review. For new Members the Membership term is activated the day the Membership is purchased, by prorata until the batch debit/credit date according to Membership Type. For existing Members the Membership term will recommence on the day of the batch debit/ credit date. See [Schedule 1](#) for the date your fees are payable according to your Membership Type.
- (m) The fees and charges payable under this Membership Agreement are the fees set out in [Schedule 1](#).

### **3 MEMBERSHIP**

#### **3.1 General**

- (a) During the term of your Membership in consideration for paying your applicable Membership Fees, you are entitled to access Cockburn Ice Arena and its facilities permitted by your Membership Type, and during public skating sessions in accordance with [clause 4](#) (subject to [clause 3.5](#)).
- (b) This is an ongoing Membership Agreement which will continue until cancelled in accordance with this Membership Agreement.

#### **3.2 Member Acknowledgement**

You acknowledge that:

- (a) your access to Cockburn Ice Arena Stick & Puck Sessions is not exclusive and must be shared with other Members;
- (b) we do not give any representations or guarantees that you will have access or priority to particular change rooms, sections of the ice or rinkside music at any given time;
- (c) we aim to maintain the ice to a standard that is suitable for Stick & Puck Sessions at Cockburn Ice Arena however, the standard may vary at time depending on weather, high traffic, equipment and plant facilities;
- (d) the Stick & Puck Session times and prices are reviewed annually however they may be subject to change depending on ice conditions, competitions, tests, private bookings, suitability of ice conditions, weather or evacuations. Where possible, Members will be notified by email if changes occur however, this may not always be possible, and Members are advised to refer to the RecTimes Calendar published online at [rectimes.app/cia](#);
- (e) not all services may be available at all times (including sessions and facilities) at Cockburn Ice Arena as outlined in [clause 4.5](#);
- (f) your Membership does not include access to coaches and their services. Coaches providing small group and private lessons are private contractors operating out of Cockburn Ice Arena. Services of coaches can be obtained by approaching Reception or speaking directly with the coach. Any fees payable for these services will be in addition to your Membership Fees and will be payable directly to the coach/es. You acknowledge and confirm the release given in [clause 8\(e\)](#) regarding the use of coach/es. In order to coach skaters during Stick & Puck Sessions at Cockburn Ice Arena, coaches must hold a current Independent Contractor Agreement or short-term approval from C.I.A. Management. This is to safeguard skaters and ensure the appropriate qualifications, Working With Children Check and background checks have been conducted.

#### **3.3 Member Information Obligation**

- (a) You warrant and represent to us that all Membership details in your Contact Record are true, accurate and complete in all respects and are not misleading or deceptive in any way.
- (b) You agree to notify us of any changes to the Membership details in your Contact Record as and when they occur.

#### **3.4 Member's Physical Condition**

- (a) You warrant that:
  - (i) you are in good physical condition and have considered any necessary medical advice prior to embarking on ice skating and/or ice hockey; and
  - (ii) it is your responsibility not to undertake any training activities that may have an adverse effect on any medical or physical condition you may have. We recommended having an amendment added to your customer profile in reception to add any medical conditions so that should you have an incident, we can provide information to medical first responders.
- (b) You acknowledge that we do not provide medical advice in any way in connection with your use of Cockburn Ice Arena facilities.
- (c) By signing this Membership Agreement, you acknowledge and represent that to the best of your knowledge, you do not have any medical, physical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of your use of Cockburn Ice Arena facilities.

#### **3.5 Member's Skill Level**

- (a) You must be enrolled in Ice Hockey Academy: Skate the Game at a bare minimum or have an equivalent skill level.

### 3.6 Minimum Age

- (a) The minimum age for participation in Stick & Puck Sessions is 5 years.
- (b) If a Member is under the age of 18 years, a parent or guardian must be the signatory on the Membership Agreement. The parent/guardian will be held responsible for the financial currency of your Membership Agreement.
- (c) If a Member is under the age of 16 years, use of the facilities at Cockburn Ice Arena during non-Staffed Hours must be fully supervised by a parent/guardian. The supervision must be organised by a parent/guardian and is not the responsibility of Cockburn Ice Arena.

### 3.7 Changing Membership Types

- (a) You may change your Membership Type by following the instructions below.
  - (i) Visit reception to cancel your current Membership and request a Membership Agreement of the new Membership Type;
  - (ii) You need to complete a 'Change of Membership Type' form, acknowledging that you agree to cancel your current Membership and have subscribed to a new Membership Type.
- (d) Memberships cannot be changed midway through a billing cycle. The current Membership must be completed to the end of its billing cycle before the new Membership, and its access times, can be activated.
- (e) If the new Membership Type has a different billing cycle, prorated days will be added to align the next recurring payment with the new Membership Type's next billing cycle.
- (f) C.I.A. requires a 14-day notice to cancel an existing recurring Membership payment and to set up an alternative recurring Membership payment type.

### 3.8 Suspension and Reactivation of Membership

- (a) Members can suspend their Membership for any reason, provided the duration of the suspension is 1-6 calendar months. For example, the 3rd of July to the 3rd of August. You will need to complete a Suspension Form to do this at <https://www.cockburnicearena.com.au/Membership-suspension>.
- (b) There will be a \$30 reactivation fee for Members wishing to reactivate their Membership. For suspensions outside the regular billing cycle, prorated days will be added to align the next recurring payment with the Membership Type's next billing cycle. Members will be contacted by reception 7 days before the Member's return date for payment of the reactivation fee and any prorated days.
- (c) We need 14 days' notice to suspend your Membership, except in cases of injury.
- (d) **Injury/Medical suspensions** - for the suspension to be granted, the Member must present a medical certificate within 1 calendar month of the date of Injury/medical occurrence. Injury/Medical suspensions are not subject to a maximum suspension period of 6 calendar months ([clause 3.8](#)). Members must provide a dated medical clearance from their relevant medical practitioner stating they are 'fit to return'.
- (e) **Family Memberships** require both skaters to be suspended and reactivated simultaneously; it cannot be done for just one of the skaters.
- (f) You will not be charged a Membership Fee for the period in which your Membership is suspended. During the period of suspension, the Cockburn Ice Arena facilities will not be available for your use.
- (g) Once your Membership is reactivated you will need to visit Reception during Staffed Hours to have your Fob/card validated. You will then be entitled to access the Cockburn Ice Arena facilities as a Member in accordance with [clause 4](#).
- (h) Membership suspensions will not be backdated under any circumstance except in the case of [clause 3.8d](#) where the Member was medically unable to contact Cockburn Ice Arena.

### 3.9 Transfer of Membership

Your Membership applies solely to you and may not be sold, transferred to, or used by, any other person.

### 3.10 Cancellation of Membership

#### (a) Cancellation by Member

A Member may only cancel their membership by completing the Cancellation of Membership form found at

Upon receiving the Cancellation Form we will cancel your Recurring Payment Authority within 14 days of receipt. Your Membership will remain active with the same access rights to Cockburn Ice Arena facilities, consistent with your current Membership Type, under this Agreement until the expiry date. The expiry date may be longer depending on when you cancel your Membership.

If you cancel less than 14 days out from the next billing cycle you will still be billed for the next cycle. Reception will advise of your final expiry date so you can utilise the remainder of your Membership. There are no refunds for cancellations of your monthly Membership.

#### **(b) Cancellation and Restriction of Membership by Cockburn Ice Arena**

- (i) We reserve the right to cancel your Membership at any time upon 30 days' written notice, or immediately if we determine in our absolute discretion that:
  - (A) you are in breach of any part of this Membership Agreement.
  - (B) we reasonably suspect you have engaged in any illegal activity at Cockburn Ice Arena;
  - (C) we have formed a genuine concern for your health and/or safety based on reasonable grounds
  - (D) If we cancel your Membership pursuant to clause 3.10(b)(i)(C), we will refund your Membership Fee on a pro-rata basis on any outstanding pre-paid period within 7 days after the day on which cancellation takes effect.
- (ii) Notwithstanding any provision in clause [3.10\(b\)\(ii\)](#), if we cancel your Membership pursuant to this [clause 3.10\(b\)](#), Cockburn Ice Arena reserves the right to charge the Member an Unpaid Fee in relation to the Membership Agreement (which, for the sake of clarity, may include all debts that the Member owes to Cockburn Ice Arena, which will continue to accrue until the date of cancellation).
- (iii) You will cease to have any access to Cockburn Ice Arena and its facilities from the date we cancel your Membership in accordance with this clause.

#### **(c) Breach of contract**

A Member may be liable for damages for breach of contract if the Member terminates this Membership Agreement in a manner not described in this Membership Agreement.

## **4 ACCESS AND CONDITIONS OF ENTRY**

### **4.1 Access**

- (a) Upon becoming a Member, Cockburn Ice Arena will provide you with usage of its access infrastructure to enable you to access Cockburn Ice Arena facilities applicable to your Membership (Access Rights).
- (b) You agree that:
  - (i) you must only access Cockburn Ice Arena by using the Access Rights granted to you;
  - (ii) you cannot transfer those Access Rights to any other person, other than in an emergency situation; and
  - (iii) you will not use those Access Rights to allow other skaters to access the Cockburn Ice Arena facilities and skate during the Stick & Puck Sessions and/or General Public Sessions.
- (c) Any breach of this clause may result in us suspending, cancelling or terminating your Membership in accordance with [clause 3.10\(b\)](#).

### **4.2 Access by Non-Member Skaters**

- (a) Access to Cockburn Ice Arena facilities is only provided to Members and you are not permitted to bring other skaters into Cockburn Ice Arena. Other skaters should have their own access Fob and therefore should be able to enter the facility of their own accord. If their access Fob fails to work, they will need to contact Reception to have their pass checked. It is not up to you to give access to other skaters.
- (b) If we determine you have breached [clause 4.2\(a\)](#):
  - (i) you accept full responsibility and liability on your behalf and agree to indemnify, hold harmless and release Cockburn Ice Arena from and against all claims, liabilities, injury, illness, loss or damage attributed to the Non-Member Skater or the Non-Member Skater's access, whether or not caused by any negligence of Cockburn Ice Arena;

- (ii) we reserve the right to cancel your Membership in accordance with [clause 3.10\(b\)](#) if you breach this [clause 4.2](#).

#### **4.3 General Conditions of Entry**

- (a) Dress code during a Stick & Puck session
  - (i) Required gear for Stick & Puck sessions: Helmet, shin guards, elbow pads, skates, gloves, shoulder pads, hockey pants, cup, jersey, hockey socks, and stick. Players without these items will be asked to leave the ice for safety reasons.
- (b) Use of equipment and facilities
  - (i) You must always follow any safety/evacuation instructions by as directed by Cockburn Ice Arena staff.
  - (ii) If you cause any damage to the facilities or any item of property at a Cockburn Ice Arena, you must notify us immediately and we are entitled, at our discretion, to charge you for the costs of repairing the damaged items or, if repair is not possible, replacement of the damaged items.
  - (iii) Required gear for Stick & Puck sessions: Helmet, shin guards, elbow pads, skates, gloves, shoulder pads, hockey pants, cup, jersey, hockey socks, and stick. Players without these items will be asked to leave the ice for safety reasons.

- (c) Refusal of Entry

You may be refused entry, asked to leave or have your Membership cancelled if you:

- (i) act or engage in any activity which could cause damage to the arena, the facilities or any item of property at Cockburn Ice Arena;
- (ii) do not follow any instruction or direction given to you by Cockburn Ice Arena staff concerning use of the arena, facilities, emergency procedures or personal conduct;
- (iii) act or engage in any activity which causes or threatens emotional or physical harm against Cockburn Ice Arena staff or other Members;
- (iv) act or engage in any activity which constitutes sexual harassment, intimidation, bullying (online or otherwise) against Cockburn Ice Arena staff or other Members;
- (v) are under the influence of, or suspected to be under the influence of, any intoxicating substance or illicit substance while at Cockburn Ice Arena;
- (vi) consume, or are in possession of, any intoxicating substance or illicit substance while at Cockburn Ice Arena;
- (vii) fail to follow the Private Figure Skating Session Etiquette rules. This will be documented and repeated incidences may result in having your Membership cancelled;
- (viii) do not adhere to the Terms & Conditions of this Membership.

#### **4.4 Non-Staffed Hours of Operation**

If you attend Cockburn Ice Arena during non-Staffed Hours of operation, and you use Cockburn Ice Arena outside of Staffed Hours, you accept and acknowledge that:

- (a) you will not allow any Non-Member Skaters into Cockburn Ice Arena pursuant to [clause 4.2](#) of this Membership Agreement.
- (b) you will not inappropriately use the emergency system. You accept and agree to indemnify us for all costs associated with deliberately using the emergency system in an inappropriate manner.
- (c) you will not enter any area of the facility that is for staff only such as behind reception or cafe counters, engine rooms, storage rooms, skate hire, skate sharpening room or DJ booth without expressed permission.

#### **4.5 Safety, Maintenance and Changes to Operations**

We will at times be required to make changes to our operations and facilities for the purposes of safety, maintenance and service demand. This may include:

- (a) closing part or all of Cockburn Ice Arena due to safety or maintenance requirements;
- (b) annual closure due to public holidays and/or religious holidays (see [Schedule 1](#)); or
- (c) changing operating hours to suit demand.

## 5 PAYMENT

### 5.1 Payment

- (a) You agree to, and must pay, the Membership Fees applicable to you and other applicable fees in the amounts and frequency set out in your Membership Payment Link:
  - (i) by using the RP Provider Recurring Payment Authority payment method pursuant [to clause 5.2](#), or
  - (ii) with our approval, by payment in advance pursuant to [clause 5.3](#).
- (b) You acknowledge that at any time, we may change the RP Provider.
- (c) You acknowledge and agree that the RP Provider may amend its fees and you will be liable for any change to fees imposed by the RP Provider.

### 5.2 RP Provider

- (a) Your Obligations
  - (i) You must ensure that your nominated credit or debit card is able to accept Recurring Payments and has sufficient funds available to pay the Membership Fees and any other applicable fees on each applicable Recurring Payment Date.
  - (ii) You acknowledge that the contract that you enter with the RP Provider (or such other Recurring Payment service provider in accordance with [clause 5.1\(b\)](#) as applicable) is a separate contract to this on the Payment Link during the sign-up process.
  - (iii) You must keep the Recurring Payment Authority in place until 14 days after you have given us written notice to cancel your Membership pursuant to [clause 3.10\(a\)](#).
  - (iv) You acknowledge that we will continue to debit Membership Fees under the Recurring Payment Authority until you or we cancel your Membership (and any Membership Fees and/or Unpaid Fees will continue to be owing regardless of your use of Cockburn Ice Arena).
- (b) Failed Payments
  - (i) If a payment fails, you will be sent an email with a link to update your payment method.
  - (ii) When a payment method is updated, all past due balances will be charged to the payment method automatically.
  - (iii) Additional fees and charges may be incurred by you for any failed payments by the RP Provider or your financial institution pursuant to your Agreements with them.
  - (iv) Your Membership and access to Cockburn Ice Arena will be suspended within 7 days, or until such time as any outstanding fees are paid.
  - (v) If you fail to pay any amounts owing under this Membership Agreement on the due date for payment and this amount remains outstanding for more than 14 days, we will be entitled to contact a debt collection agency to collect the funds owing. Additional charges relating to the costs of that debt collection will be incurred by You where Cockburn Ice Arena engages a debt collection agency pursuant to this clause.

### 5.3 Change of Payment Details

- (a) If you close the credit or debit card which is subject to the Recurring Payment Authority, it is your responsibility to contact us prior to the next applicable Recurring Payment Date. We will then send you a link to update your payment method.
- (b) Failure to provide a replacement payment method will constitute a breach of this Membership Agreement, the provisions of [clause 3.10\(b\)](#) will apply, and you will be liable to us for any unpaid fees, or fees we incur in connection with such breach.

### 5.4 Increased Charges

- (a) We reserve the right to increase your Membership Fees at any time. We agree to provide you with written notice of the changes either in person at Cockburn Ice Arena, or via email.
- (b) Any changes to your Membership Fees will be effective 30 days from the date we provide notice under [clause 5.4\(a\)](#). After this period, you authorise us and the RP Provider to debit the new Membership Fee amount from your account. If you do not agree to the new Membership Fees, you may terminate this Membership in accordance with [clause 3.10a](#).



## PRIVACY

### 6.1 Personal Information

In this [clause 6.1](#), a word or expression defined in the Privacy Act 1988 (Cth) which is not otherwise defined in this Membership Agreement has the meaning given to it in that Act.

- (a) Cockburn Ice Arena must not use or disclose to another person (and must take reasonable steps to ensure that Cockburn Ice Arena employees do not use or disclose to another person) personal information about a Member obtained through Cockburn Ice Arena's business unless authorised in writing by the Member or authorised or required under a written law.
- (b) You acknowledge that during the process of entering into a Membership Agreement with us, we will obtain access to your personal information. You authorise Cockburn Ice Arena to use and disclose your personal information for the purposes of giving effect to the facilities contemplated by this Membership Agreement and in accordance with our Privacy Policy (subject to any applicable privacy law).
- (c) You acknowledge that in entering into the Recurring Payment Authority Agreement with RP Provider in accordance with [clause 5.2](#) (or any other Recurring Payment service provider as applicable) you agree to provide the RP Provider with your personal information which will be handled in accordance with the Privacy Policy of the RP Provider.

### 6.2 Surveillance

For safety and security reasons we implement video and audio surveillance to monitor Cockburn Ice Arena facilities. Surveillance is limited to the Cockburn Ice Arena reception, proshop, cafe, entry and rink areas only.

By signing this Membership Agreement, you acknowledge that when accessing Cockburn Ice Arena you will be subject to video and audio surveillance and consent to such surveillance being taken and held by or on behalf of Cockburn Ice Arena.

### 6.3 Photography and Videography for Marketing

Occasionally our marketing department will take imagery and video footage of skaters in Private Figure Skating Sessions, lessons, Stick & Puck Sessions or General Public Sessions for the purposes of promoting the rink. You acknowledge that by entering into a Membership at Cockburn Ice Arena, you are giving permission for marketing to use your image for promotional purposes. Please notify [reception@cockburnicearena.com.au](mailto:reception@cockburnicearena.com.au) if you have the need to amend this general permission.

## 7 LIABILITY OF PROPERTY

- (a) We will not be liable for any loss, theft or damage occurring to your personal items. Any personal items left or stored at Cockburn Ice Arena are left or stored at your own risk.
- (b) Vehicles parked in or around the vicinity of Cockburn Ice Arena are parked at your own risk and we will not be liable for the theft or any damage occurring to vehicles or their contents.

## 8 RELEASE AND INDEMNITY

- (a) You acknowledge and accept that while on the premises at Cockburn Ice Arena and while using the facilities, you are at risk of sustaining injury, permanent disability or death. Such risks may arise from:
  - (i) slipping on wet flooring;
  - (ii) falling on the ice;
  - (iii) colliding with the barrier, or other Members;
  - (iv) engaging in strenuous exercise and activities; and/or
  - (v) incorrect use of equipment or the Cockburn Ice Arena facilities.
- (b) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.
- (c) You acknowledge and agree that the risks contained in [clause 8\(a\)](#) are not exhaustive, and there are other unknown or anticipated risks from your use of the Cockburn Ice Arena facilities that may result in injury, permanent disability or death.
- (d) You acknowledge that while every attempt is made to ensure that our Cockburn Ice Arena facilities are safe, there are some significant and inherent risks involved in your use of the Cockburn Ice Arena facilities. You assume all such risks, and agree that you are attending and using the Cockburn Ice Arena facilities voluntarily and entirely at your own risk.
- (e) You acknowledge that we are not liable to you for any injuries sustained while you are under the supervision of

a coach who is not an employee of Cockburn Ice Arena. If you engage a coach for private lessons who is not employed by Cockburn Ice Arena to coach you, any liability for injuries sustained under the supervision of that coach remains with that coach and not Cockburn Ice Arena.

- (f) You agree to indemnify, hold harmless, and release Cockburn Ice Arena and all employees, volunteers, agents and officers thereof from and against all claims, liabilities, injury, loss or damage you may suffer or incur, including to a third party (including any Minor or other person for whom you are responsible), arising from or connected in any way with your participation or attendance at Cockburn Ice Arena. Further, you agree not to bring or assert or allow to be brought or asserted any claim, demand, cause of action, proceeding, action or the like against Cockburn Ice Arena or any employee, volunteer, agent or officer thereof in contravention of this clause.
- (g) This [clause 8](#) survives termination of the Membership Agreement.

## **9 COMPLAINTS**

If you have any complaints regarding our service or any other issue regarding a Cockburn Ice Arena you must submit your complaint via <https://www.cockburnicearena.com.au/contact-us/>.

We will:

- (a) make a record of your complaint and inform you that we have received and recorded your complaint as soon as reasonably practicable after receiving a complaint; and
- (b) undertake every reasonable effort to resolve your complaint quickly and fairly.

## **10 GOVERNING LAW**

This Membership Agreement is governed by and construed in accordance with the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of its courts.

## **11 SEVERABILITY**

Any term or any part of this Membership Agreement that is or becomes illegal, void or unenforceable may be severed from this Membership Agreement and the remaining terms or parts of the terms of this Membership Agreement continue in force.

## **12 ENTIRE AGREEMENT**

The terms of this Membership Agreement constitute the entire Agreement between the parties.

## **SCHEDULE 1**

### **FEES**

This Schedule outlines the fees payable by a Member for each Membership Type as well as all other fees that Cockburn Ice Arena may charge under the Membership Agreement. The monthly Recurring Payment is consistent for all months in the year as rate smoothing has been applied to make the payments equal for all months and account for dates Cockburn Ice Arena is closed due to religious or public holidays. Fees are subject to amendment from time to time in accordance with the Memberships Agreement Terms & Conditions.

#### **1. Membership Types**

##### **Stick & Puck Membership (\$155/month)**

Full access to all Stick & Puck sessions and general ice skating sessions.

##### **Family Stick & Puck Membership (\$275/month)**

Full access to all Stick & Puck sessions and general ice skating sessions.

Max of 2 immediate family members, requirement of at least 1 member being under 18 years old.

Membership for two\* skaters from the same immediate family (combination with at least one skater aged 18 years and under – one school aged child not working full time). Memberships cannot be changed midway through a billing cycle. The current Membership must be completed to the end of its billing cycle before the new Membership, and its access times, can be activated.

\*For families with three or more skaters enquire with management.

##### **FIFO Stick & Puck Membership (\$100/month)**

Full access to all Stick & Puck sessions and general sessions. Must show proof of FIFO.

## 2. Other fees

<b>FEE</b>	<b>AMOUNT (\$)</b>	<b>PAYABLE</b>
<b>Replacement Fob fee</b>	\$50.00	when we need to replace a Member's Fob.
<b>Non-Member Skater Fine</b>	two-week suspension*	for each additional skater granted access to Cockburn Ice Arena by the Member without Cockburn Ice Arena' prior written consent.
<b>Additional Fob Fee</b>	\$30	for Parent/Guardians of a Member to be granted access to Cockburn Ice Arena for the purpose of spectating.

## 3. Payment Dates per month

<b>MEMBERSHIP TYPE</b>	<b>RECURRING PAYMENT</b>	<b>MONTHLY PAYMENT DATE</b>
<b>Stick &amp; Puck Membership</b>	\$155	22nd day of the month
<b>Family Stick &amp; Puck Membership</b>	\$275	22nd day of the month
<b>FIFO Stick &amp; Puck Membership</b>	\$100	22nd day of the month

Fees effective 15 July 2024

## APPENDIX 1

### GENERAL ICE SKATING SESSIONS

Please read the following policies prior to entry. Like all sports, there is always an element of risk, however these can be minimised by following our recommendations.

#### 1. General Session Entry Conditions:

- a) We reserve the right to refuse entry to any person (skater or spectator) who is deemed to be intoxicated with alcohol and/or drugs.
- b) Ice skating is performed at the skater's own risk. Ice skating can be dangerous and involves a significant degree of physical exertion and risk. It is the skater's responsibility to maintain reasonable control of his/her speed at all times whilst skating, and to skate within their own skill and ability limitations. Each customer is responsible for his/her own safety. Cockburn Ice Arena is not responsible for any loss, death or injury that may occur.
- c) Lockers are provided to secure your valuables. Staff cannot take any responsibility for items left unattended, and are also unable to personally look after your belongings.
- d) Smoking is not permitted inside the venue, and is required to be conducted at a minimum of 15 meters from the arena entry.
- e) External food or drink is not permitted on the premises. Items will be confiscated and may be collected by the customer from reception at the end of the session. In the case of severe food allergies, please consult with management.
- f) During night sessions, Cockburn Ice Arena reserves the right to view the contents of bags and backpacks prior to entry. Open water bottles will be emptied prior to entry, but may be refilled at our water fountain outside of cafe. This is to prevent the high risk of injury and antisocial behaviour associated with consumption of secreted alcohol on the premises.
- g) In the unlikely event of an accident or injury, please present to staff so a trained First Aid Officer may assess you.
- h) Any refunds for general sessions will be at the discretion of management, and no further discussion will be entered into. If you have entered the arena and have skated on the ice, regardless of duration, there are no grounds for refunds.
- i) Tickets are valid for 12 months from date of purchase
- j) Group tickets – please note there are no refunds or credits if a group Member doesn't turn up. For groups of 40 or more, please call us on 9411 0300.
- k) Online tickets are non-refundable unless as required by law.
- l) Vouchers / coupons of any kind can only be used when the arena is running at full capacity with no restrictions on numbers. Vouchers can't be used when the arena is running at a reduced capacity due to COVID restrictions.

#### 2. Assumption of Risk:

By entering the Arena, both skaters and spectators agree that they have knowledge of, and assume the inherent risks of ice skating which include (but are not limited to) the following (to prevent injury, helmets are available for use):

- a) Any Injuries Resulting From:
  - i) Collision or contact with other skaters/individuals on the ice.
  - ii) Falls.
  - iii) Contact with objects/artificial structures that are within the skaters intended path of travel.
  - iv) Wet flooring or floor coverings that have been moved out of position.
- b) Ice Skating is NOT Recommended For:
  - i) Pregnant women, Those in their second or third trimester will not be permitted to skate.
  - ii) Children under the age of 3 years.
  - iii) Any person with a heart condition.
  - iv) Any person with an existing injury.
  - v) Any person who is a first time skater (or not skated for many years), and is over 55 years of age. This is due to an increased risk of musculoskeletal injuries. If a person meets these conditions and still chooses to skate, they may be required to sign a release of liability waiver.
  - vi) Due to certain clauses in our insurance policy, people weighing over 120kgs and/or lacking a reasonable level of fitness will not be permitted to skate due to an increased risk of injury. We highly recommend that if you are suffering weight issues as a result of a medical condition, that you obtain appropriate medical advice before undertaking any form of ice skating.

**3. It is Forbidden to:**

- a) Consume any alcohol in or around Rink 1, our general skating rink.
- b) Attend the venue under the influence of drugs or alcohol.
- c) Climb over the Arena barrier.
- d) Sit on the Arena barrier.
- e) Dig or chip holes in the ice or throw ice or snow.
- f) Skate excessively fast, against the flow of skaters, or in a fashion that is deemed to be dangerous.
- g) Carry a child whilst skating (regardless of relationship to the child or skill level).
- h) Film or photograph any child (excluding a child that is related to you), without the express permission of the parents or guardians in attendance with the child in question. By entering the Arena, you agree that staff may photograph or film you for advertising, marketing or promotional purposes without the customers' express permission and without any expectation of remuneration.
- i) Consume food or drink on the ice.
- j) Walk on the ice without skates or cleats.

Failure to obey staff instructions regarding these issues may result in expulsion from Cockburn Ice Arena.

