



MEMBERSHIP AGREEMENT

1. Definitions

Agreement means the agreement made between you and Indoor Archery WA.

Administration Fee means a one-off fee applied to all new membership applications.

Annual Membership means a member that has annual paid in advance membership.

Authorised Person means venue staff. In specific occasions Indoor Archery WA partners can operate as an authorised person. When doing so they will wear an identifying hi-visibility vest.

Billing Account means the bank account or credit card nominated by you to have your membership fees deducted from.

Broadhead means any point for an arrow that has a cutting edge or is designed for any purpose other than shooting at a target.

Crossbow means any bow which has a trigger mechanism incorporated into the bow.

Direct Debit Membership means a weekly membership, with recurring monthly direct debit payments paid in advance.

Direct Debit Fee means the fee for fees payable for the direct debit payments inclusive of any transaction fees.

Dishonour Fee means a fee in Australian dollars applied to dishonoured membership fee payments.

Family means the parents and/or guardians and their children residing at the same address.

Foundation Membership means a member that has a foundation membership as specified by the agreement.

Indoor Archery WA means the entity specified on your membership agreement and includes its duly authorised heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.

Induction means the course that the member is required to complete prior to access being granted outside of staffed hours.

Member means the individual who has entered into this agreement with Indoor Archery WA.



Membership Agreement means this document.

Membership Access Pass means your membership card allowing you to enter and utilise the venue during unstaffed hours.

Membership Fees means the fees that are due and payable by you to facilitate the commencement and continuance of this agreement.

Minors means members under the age of 18 years old.

Monthly Membership means a member that has monthly paid in advance membership. This membership is restricted to staffed hours only.

Participation Fee means an additional fee to participate or compete in specified events.

Payment Agreement means the agreement between you and us permitting our payment provider to provide the direct debit and credit card payment facilities to you on our behalf in accordance with the payment provider's direct debit service agreement.

Payment Provider means the payment provider specified from time to time by Indoor Archery WA.

Payment Provider's Direct Debit Request Service Agreement means the Payment's Provider's service agreement.

Policies means the Indoor Archery WA and venue policies as amended from time to time which are available on the website and available to you at venues on request. These form part of your agreement.

Privacy Policy means the Indoor Archery WA privacy policy as amended from time to time which is available on the website and available to you at venues on request.

Replacement Membership Card Fee means a fee applied in Australian dollars to replace access cards.

Special Condition means an additional condition imposed by Indoor Archery WA on a membership agreement. Where a special condition conflicts with the agreement the special condition takes precedence.

Staffed Hours means the hours when a venue has staff in attendance.

Standard Session Fee means the fee applied to a non-member for a standard session during staffed hours.



Third Party Exclusive Use means the occasions where national Archery Alliance associations and/or their authorised state governing body and/or an affiliated club have exclusive use of the nominated venue for the purpose of conducting national title and/or state title and/or international qualifying events.

Venue means an authorised Indoor Archery WA facility.

Venue Exclusive Use means the occasions where the venue management have exclusive use of all or part of the nominated venue.

Venue Rules mean the rules specific for each venue as amended from time to time, which are available on the website and displayed at the venue. Venue rules form part of the agreement.

Written Notice means notice in writing given in person, by email or post to the parties' last known address.

2. Terms and Conditions

- (a) Your membership is governed by this agreement.
- (b) This agreement incorporates this membership agreement. And also includes the policies, venue rules and privacy policy which may be amended from time to time.
- (c) Acceptance by you of this membership agreement does not automatically entitle you to a membership.
- (d) Indoor Archery WA reserves, so far as a provision of this agreement is for the benefit of a third-party that provision on behalf of the relevant third-party.
- (e) Indoor Archery WA reserves the right to reject or impose special conditions on any agreement.
- (f) Memberships that have not been renewed after four consecutive months will be terminated.

3. Membership

- (a) Nature of Membership Your membership permits you to use Indoor Archery WA premises, facilities, equipment and services as defined and limited by this agreement and the membership identified.



(b) Non-Transferable Your membership is non-transferable to another person. The only transfer that can be requested by you is that of a parent or guardian holding a membership on behalf of a minor.

(c) Authorised Person When utilising Indoor Archery WA premises, facilities, equipment and services you agree to follow and be bound by all instructions and directions given by authorised persons.

(d) Change to Details You must provide Indoor Archery WA in writing with any changes to your details, which are relevant to your membership.

(e) Membership Hold Indoor Archery WA will only hold your membership in accordance with the Indoor Archery WA membership hold policy as amended.

(f) Foundation Membership Indoor Archery WA at its discretion may offer foundation memberships of a venue. A foundation member has the privilege of maintaining a yearly membership fee set at half the standard session fee as amended, per week, for the life of the term that their membership is successfully renewed. Indoor Archery WA reserves the right to terminate a foundation member's privileges in the event of the following:

- Membership is not renewed prior to its expiry date.
- Membership is cancelled or terminated.
- The member displays improper conduct.

(h) Membership Discount on Products Purchased Discounts can be redeemed through product purchases made from Indoor Archery WA, Indoor Archery WA partners, approved Indoor Archery WA sponsors and approved Indoor Archery WA venue partners and sponsors. Membership Discount is governed by the Indoor Archery WA Membership Reward Point policy as amended from time to time.

Membership fees and shoot fees are not eligible for Membership Discount.

4. Payments

(a) You agree to pay all membership fees as set out by this agreement.

(b) Direct debit membership requires that you must make your payments on a monthly basis in advance and agree to be bound by the direct debit terms and conditions as described in the payment agreement and the payment provider's direct debit request service agreement.

(c) Monthly, Foundation and Annual membership require that you must pay your membership in advance.



(d) Initial direct debit membership payment, monthly, foundation and annual membership fees can be accepted by way of electronic transfer, credit card, cash or where available EFTPOS at a venue.

(e) When utilising a direct debit facility you must provide to Indoor Archery WA, in the form requested by Indoor Archery WA, a payment agreement authorising Indoor Archery WA's payment provider to debit the membership fee due for each direct debit period from your billing account.

(f) Indoor Archery WA reserves the right to charge the member arrears membership covering any unpaid term where a membership hold request has not been received and acknowledged.

(g) A dishonour fee of \$5 may be charged to the member by Indoor Archery WA in the event that a payment is dishonoured by their financial institution.

(h) A replacement fee of \$20.00 will be charged to the member by Indoor Archery WA in the event that their membership access card requires replacement.

(i) Any additional fees being bank charges or administrative charges incurred by the payment provider may be included for any overdue or late payments.

(j) In the event that there are repeated failures to meet your payment obligations (other than through the fault of Indoor Archery WA or its payment provider), without prejudicing the right of Indoor Archery WA to recover any overdue payments. Your membership may be suspended or terminated by written notice to you.

(k) You acknowledge and agree that Indoor Archery WA may change its payment provider and that Indoor Archery WA and/or the current payment provider may, at their sole discretion, assign or novate all existing payment agreements to a new payment provider. In the event that Indoor Archery WA or the current payment provider assigns or novates the existing payment agreements to a new payment provider, you consent to Indoor Archery WA or the current payment provider providing your personal information (including, but not limited to your payment details, to its new payment provider) in accordance with Indoor Archery WA's privacy policy.

(J) All new member applications will attract a one-off \$50 administration fee. This fee is not applicable to returning within and including a 4 month period of non-membership or existing members altering their membership type.

5. Minors



(a) Although there is no stipulated minimum age for attendance or participation. Parents and guardians should be aware of the abilities of their children to either participate safely and/or not intrude on the quiet enjoyment of other patrons. **Children at all times remain the responsibility of their parents and/or guardians.**

(b) Children up to the age of 13 are automatically included on their designated parent and/or guardian membership and must at all times be accompanied by their parent and/or guardian whilst at the venue.

(c) Children from the ages of 14 to 17 years old may, with the written authority of their parent and/or guardian and subsequent acknowledgement and acceptance by Indoor Archery WA have a special condition applied to their membership allowing unaccompanied attendance and participation by the child at the venue.

(d) Where clause 5 (c) is exercised and approved a new separate membership is created and the appropriate fees become applicable.

6. Staffed Access

(a) A member at the sole discretion of Indoor Archery WA may be subject to a staffed access only membership, which will only allow them to attend the venue during staffed hours.

7. Access by Non-Members

(a) No member is permitted to bring into or allow to remain a non-member at a venue during unstaffed hours.

(b) If a Member breaches clause 7(a) of this Agreement, the Member acknowledges that:

(i) they accept all responsibility and all liability on their personal behalf for any and all injury, loss or damage attributed to the non-member.

(ii) the act of bringing a non-member during unstaffed hours into a venue or allowing a non-member to remain at a venue during unstaffed hours constitutes automatic acceptance by the member of a new membership for the non-member.

(1) for a Member who holds a direct debit membership, this amount will be deducted from their nominated bank account.

(2) for a Member who holds a monthly or annual membership, the member will receive an invoice for this amount.



(c) Indoor Archery WA reserves the right to terminate the membership of the member who brings a non-member into or allows a non-member to remain at a venue during unstaffed hours.

8. Induction

(a) It is a condition of this agreement that you participate in and successfully complete an induction prior to venue access during unstaffed hours being granted.

(b) The induction focuses on various aspects of the venue and the sport including safety, procedures, layout, amenities and access areas.

(c) Indoor Archery WA may at its sole discretion suspend or terminate this agreement in the event of unsatisfactory completion of the induction.

(d) Monthly, Foundation and Annual membership options must be paid for prior to being eligible to attend an induction.

(e) Direct Debit members must have paid their first instalment prior to being eligible to attend an induction.

9. Physical Condition

(a) It is your responsibility not to use any equipment or to participate in any activity that may adversely affect any medical condition.

(b) You hereby represent to the venue and Indoor Archery WA and their directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, medical 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 the venue, equipment or its facilities.

(c) If you have any health or medical concerns now or after you join as a member of Indoor Archery WA, you must discuss them with your doctor.

10. Exclusive Use Provisions

(a) Indoor Archery WA reserves the right to provide exclusive access on certain occasions to all or part of venues for the purposes of:

- (i) the hosting of a national or state title event or an international qualifying event conducted by a national Archery Alliance association and/or its authorised state body and/or an affiliated club.



- (ii) the hosting of the annual Indoor Archery WA Open tournament.
- (iii) the hosting of weekly Indoor Archery WA tournaments.
- (iv) venue managers may host introduction to archery, coaching and dedicated use sessions or conduct planned maintenance.

(b) Exclusive use provisions when exercised by Indoor Archery WA will be notified by Indoor Archery WA at least 3 months prior to the event.

(c) Exclusive use provisions when exercised by venue managers will be notified by the venue manager detailing the nature, duration and parameters of the exclusive use. Occasions where more than half of the available shooting lanes are affected will be notified at least 1 week prior to the exclusive use.

(d) Exclusive use provisions for clause 10 (ii), (iii) and (iv) may mean that a participation fee for members if participating is applied.

11. Video and Audio Surveillance

(a) For security purposes, Indoor Archery WA uses video and audio surveillance equipment to monitor venues on a 24-hour basis.

(b) By accepting this agreement, you acknowledge that by accessing any Indoor Archery WA venue you will be subject to video and audio surveillance and recording.

(c) Video and audio surveillance are limited to the range area, entry and exit points and members communal areas only and is not within the walls of any private rest areas or bathrooms.

13. Liability for Property

(a) Indoor Archery WA is not liable to you for any personal property that is damaged, lost, or stolen while on or around the venue including, but not limited to, a vehicle or its contents or any property.

(b) If you or a person under your care cause damage to the venue or any equipment you are liable to Indoor Archery WA for its cost of repair or replacement.

14. Your Right to Terminate Your Membership

(a) You may request to terminate your membership at any time on the following basis:



- (i) you provide a written request for termination of your membership in writing to Indoor Archery WA.
- (ii) if your request for termination is for reason of permanent sickness or physical incapacity and this prevents you from using a venue:
 - (A) your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and
 - (B) there will be a refund of any unused membership fees.
- (iii) in the event of death, your estate must provide written evidence in the form of a death certificate and all unused membership fees will be refunded.
- (iv) if your request for termination is for reasons other than permanent sickness or physical incapacity:
 - (A) in relation to direct debit memberships:
 - (1) you may terminate your membership at any time.
 - (2) you must provide Indoor Archery WA with written notice of termination. Indoor Archery WA processing of your termination will be conducted as follows:
 - (a) Written notices received before 3pm on a business day will be acknowledged and actioned that business day or:
 - (b) Written Notices received after 3pm on a business day or on a day other than a business day will be acknowledged and actioned the next business day.
 - (3) the member will not incur any financial obligations under this agreement on and from the date that the written notice has been accepted and acknowledged by Indoor Archery WA. The member has a right to continue attending a venue until the members pre-paid period expires.
 - (B) in relation to monthly, foundation and annual memberships:
 - (1) you may not terminate the membership during the prepaid period (or get a refund), unless you suffer from a permanent sickness,



physical incapacity or death as described in clause 14(a)(ii) and 14(a)(iii); and

(2) if you do not renew your membership by the renewal date, your membership will automatically expire.

(b) Upon termination of your membership by your election, you may continue to use venues for any period that you have paid in advance. You will cease to have access to venues once any period you have paid in advance expires.

15. Indoor Archery WA's Right to Restrict or Terminate Your Membership

(a) Indoor Archery WA may restrict your membership (including by limiting access to venues and limiting access to staffed hours) at any time on the following basis:

- (i) concern for the health and/or safety of the member; or
- (ii) non-compliance, improper or harmful conduct engaged in by the member.

(b) Indoor Archery WA may terminate your membership at any time on the following basis:

- (i) you fail to make any payments of your membership fees; or
- (ii) Indoor Archery WA reasonably suspects that you are engaging in illegal activity in a venue; or
- (iii) you fail to follow any of the policies or venue rules, or violate any part of this agreement; or
- (iv) your conduct is improper and/or harmful to other members.

(c) In the event that Indoor Archery WA terminates your membership in accordance with clause 15(b), termination will be effective on the date that Indoor Archery WA sends written notice. You are liable for all financial obligations until that date. You will not be entitled to the refund of any unused portion of your fees.

(d) Any money owing to Indoor Archery WA when your membership is terminated becomes immediately due and payable. Indoor Archery WA will deduct the amount outstanding from any refund to which you may be eligible. If there is not enough money to cover the amount owing to Indoor Archery WA you must pay the balance of the amount owing.



(e) Termination or expiration of this agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this agreement prior to such termination or expiration.

16. Termination and Unauthorised Cessation of Direct Debit

(a) If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the Agreement, then you may be liable for any unpaid fees, or fees incurred by Indoor Archery WA.

17. Assignment

(a) Indoor Archery WA may assign or novate its rights under this agreement at any time without prior consent.

18. Release and Indemnity

(a) You use the facilities provided by Indoor Archery WA at your own risk and acknowledge that the use of the venue may involve risk of injury, whether caused by you or another party. By accepting this agreement, you agree that Indoor Archery WA will not be liable for any loss, injury, damage or theft of property, belonging to or brought onto the premises by you, or for any death, personal injury or illness on the premises, from the use of our facilities or equipment.

(b) This release does not apply if your death or injury results from gross negligence on the part of Indoor Archery WA.

(c) You acknowledge and accept that Indoor Archery WA accepts no responsibility in any capacity at any time for the maintenance, function and use of any equipment supplied and used by you.

19. Risk Warning

(a) You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by Indoor Archery WA are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.

20. Broadhead Use

(a) The use of Broadheads is strictly prohibited with the exception of:



- (i) an authorised person who has been previously booked by the member is in physical attendance supervising the use; and
- (ii) the venue manager is aware of and consented to the booking in writing; and
- (iii) only one person is using a broadhead at any time; and
- (iv) there are no other people using adjacent shooting lanes; and
- (v) the target being used is supplied by the person using the broadhead and approved for use by the authorised person; and
- (vi) a deposit of \$50 has been receipted for by the venue; and
- (vii) the booking does not exceed 1 hour; and
- (viii) any other conditions imposed by the venue manager.

21. Crossbows

- (a) The use of crossbows is strictly prohibited.

22. Equipment Restrictions

- (a) Arrows:

- (i) The use of self-knockers where the shaft of an arrow is attached directly to the bow string is strictly prohibited.
- (ii) Inserts and/or points must be the correct fit for each other and/or the shaft of the arrow.
- (iii) Only points designated as target points also known as field points may be used except as defined by clause 20.