

Homegrown SportsCentre Membership Terms & Conditions

1. The Agreement:

This document, along with

- the Homegrown SportsCentre Rules & Guidelines
- the Membership Sign-Up Form
- the Membership Online Direct Debit Form

constitutes the entirety of the Membership Agreement ("Agreement") between the member, as named above ("you"), and Homegrown Basketball Australia t/as Homegrown SportsCentre ABN 38 623 321 602 ("us" or "Homegrown SportsCentre"). It is imperative that you thoroughly read, comprehend, and acknowledge all terms and conditions outlined in this Agreement before signing these Terms. Should you have any inquiries or require clarification on any aspect, please do not hesitate to seek clarification from us.

2. Facility Usage:

Only Homegrown SportsCentre Facility Members are permitted to access and utilize Homegrown SportsCentre facilities. If a Homegrown SportsCentre Facility Member assists an individual without Homegrown SportsCentre Membership in gaining access to and utilizing the facility, the Homegrown SportsCentre Facility Member shall be considered responsible and liable for a "Sneak-in Fee" of \$50 for each non-member they grant access to a Homegrown SportsCentre Facility. This includes, but is not limited to:

- a) permitting individuals to 'tailgate' through the facility's entrance
- b) allowing non-members to utilize Homegrown SportsCentre equipment.

3. Membership Start Date:

Your membership will officially commence on the "Membership Start Date" as specified in your Membership Application Form, under the following conditions:

- a) You have consented to and accepted the Terms and Conditions outlined in this document.
- b) We have received both your Activation Fee and Pro Rata Payment, as stipulated in your Membership Sign-Up Form.

4. Membership Length:

4.1. Commitment Period(s):

Your Membership entails a Commitment Period, which may encompass both an Initial Commitment Period and Ongoing Commitment Periods. As a Homegrown SportsCentre Facility member, you are obligated to the Initial Commitment Period from the commencement of the first fortnightly billing cycle following your Membership Start Date, as specified in your Membership Application Form ("Initial Commitment Period"). Upon the conclusion of your Initial Commitment Period, on the end date outlined in your Membership Application Form, your membership shall automatically renew for successive One-Fortnightly Commitment Periods ("Ongoing Commitment Periods") unless your membership is terminated as per paragraph 8 or you provide us with notice of your intention to conclude your membership at the end of the Initial Commitment Period. Notice of termination must be received by us at least 3 days before the conclusion of your Initial Commitment Period. Each Ongoing Commitment Period will commence on the day following the conclusion of your preceding Ongoing Commitment Period.

4.2. Membership Suspension ("Freeze"):

You may opt to suspend or "freeze" your membership by notifying us via email at least 3 days prior to your direct debit date. Membership suspension may extend for a minimum of 4 weeks to a maximum of 12 weeks, covering entire fortnightly billing periods. During the membership suspension period, access to Homegrown SportsCentre is prohibited. The calculation of your Initial Commitment Period will also be suspended during this time. No fee shall be levied for membership suspension.

4.3. Cooling Off Period:

You may exercise your right to cancel your membership within 14 days, commencing from the date of signing these Terms ("Cooling Off Period"). To cancel during the Cooling Off Period, you must notify us by emailing us at sportscentre@homegrownbasketball.com.au. Upon cancellation, you shall be required to return the access tag; failure to do so shall result in a Replacement Tag Fee of \$40. Upon receipt of the access tag, gifts, and any other documentation provided during your membership enrolment, we shall refund your Pro Rata Payment, excluding any fees for Casual Visits during the Cooling Off Period, and a reasonable administration charge.

4.4. Renewal of Contract:

If you have purchased an upfront annual contract, your contract shall automatically renew at the conclusion of the annual term, transitioning into a new contract with fortnightly payments. The payment method selected at the time of purchase shall determine the payment schedule. You will be notified in writing at least 30 days before the end of your annual contract, specifying the renewal terms and the amount of the new contract. You possess the right to cancel the renewal at any time prior to the annual contract's conclusion by providing written notice to the facility.

5. Membership Dues and Fees:

5.1. Activation Fee:

Except as indicated in paragraph 4.3, the Activation Fee stated in your Membership Sign-Up Form is non-refundable and is payable upon signing these Terms. In the event of membership termination and subsequent re-joining, you shall be required to pay the Activation Fee and Membership Fees applicable at the time of re-joining.

5.2. Membership Dues and Service Costs:

As a Homegrown SportsCentre Facility member, you bear personal responsibility for the timely payment of Membership Dues and any other recurring payments stipulated in your Membership Sign-Up Form. Your Membership Dues, as detailed in your Membership Sign-Up Form, encompass the entirety of your Initial Commitment Period and are payable for each fortnightly billing cycle, even in the event of membership termination within that cycle, unless termination occurs in accordance with paragraph 8.2(b). Membership Dues are subject to variation based on your membership type. You are exclusively permitted to pay Membership Dues in advance through direct debit or periodic credit card authorization, as specified in your Membership Sign-Up Form. Access to the Venue shall be denied if your Membership Dues remain outstanding. We reserve the right to collect any outstanding amounts, along with charges incurred due to late payment. Should you have a legitimate dispute regarding the collection of outstanding amounts or incurred charges, kindly contact your us via email.

5.3. Changes to Membership Dues:

Your Membership Dues are fixed for the Initial Commitment Period. Following the expiration of the Initial Commitment Period, Homegrown SportsCentre reserves the right to adjust your Membership Dues to the rates applicable to your Venue at that time, potentially resulting in an

increase in your Membership Dues post the Initial Commitment Period. You will receive a notice of any such changes at least 14 days in advance, specifying the effective date of the alteration, either via email to the address you have provided to us or in writing. After the Initial Commitment Period, if you opt not to accept the revised Membership Dues, you may terminate your membership in accordance with paragraph 8.1. Should you choose not to terminate your membership, you will be required to remit the revised Membership Dues from the date the change takes effect, and your direct debit or credit card payments will be adjusted accordingly. All Membership Dues are inclusive of goods and services tax (GST). Homegrown SportsCentre reserves the right to modify Membership Dues in line with changes to the government's GST rate, even if you are within your Initial Commitment Period.

5.4. Other Membership Fees and Charges:

Any fees or charges applicable for additional services and facilities, including Replacement Access Tag Fees, will be detailed in the relevant Home Venue price list (subject to amendments by Homegrown SportsCentre) accessible by emailing us.

6. Transfer of Membership:

Membership may not be transferred to another individual or family member. Your membership is strictly personal and non-transferable.

7. Membership Type:

7.1. Changing Membership Type:

You have the option to switch your membership to another Membership Type, provided that the new membership carries a higher cost. When transitioning between Membership Types, your Initial Commitment Period will be recalculated, taking into consideration the longer of your existing Initial Commitment Period and the Initial Commitment Period associated with the new Membership Type. To effect a change in Membership Type, provide a minimum of 3 days' notice before the commencement of your desired fortnightly billing cycle for the change to take effect.

7.2. Access:

All members aged 12 and above have unrestricted access to any facility 24/7. Members under the age of 12 may only visit during designated staffed hours. Homegrown SportsCentre retains the right to modify venue availability, coaching schedules, class scheduling, or other organized sessions.

7.3. Facilities:

Homegrown SportsCentre reserves the right to modify the availability of specific facilities or, if necessary, temporarily, or permanently relocate you to a nearby venue. Reasons for such changes may include cleaning, renovation work, repairs, upgrades, maintenance, special events, lease expiration, and holidays. If the venue is unavailable for more than seven consecutive days (excluding public holidays), you may request a credit against your Membership Dues for the duration of the unavailability, provided you do not utilize any other Venue during this period.

8. Membership Termination:

8.1. Termination by You after the Initial Commitment Period:

Following the Initial Commitment Period, you are required to complete the Member Cancellation Form by emailing your us to request the form. A 14-day notice period, unless otherwise specified, is applicable from the date of submission of the Member Cancellation Form to the date of termination. During this notice period, all outstanding payments must be settled in full, excluding any periods of membership suspension or payment breaks.

- Any instalments or fees due at the termination date (including those due during the notice period) shall remain a debt owed to and recoverable by Homegrown SportsCentre.
- Termination is confirmed in writing by Homegrown SportsCentre.

To avoid a Replacement Tag Fee, you must return your access tag upon cancellation.

8.2. Reasons for Early Termination of Membership:

a) Termination by Member Before Initial Commitment Period Completion:

If you choose to terminate your membership before the conclusion of your Initial Commitment Period, you may do so by completing the Member Cancellation Form. This form can be obtained by emailing sportscentre@homegrownbasketball.com.au. There will be a notice period of 14 days, unless otherwise specified, extending from the date you submit the Member Cancellation Form to the date

of termination. During this notice period, all due payments must be settled in full. The notice period will not include any time under freeze or payment break conditions applied to your membership.

An Early Termination Fee, equivalent to the lesser of \$200 or the outstanding amount under this agreement, will be payable by you. The Early Termination Fee must be paid to process your termination.

Any instalments or fees due at the termination date, including those due during the notice period, will remain a debt owed to and recoverable by Homegrown SportsCentre.

You should not consider the Agreement as terminated until you receive written confirmation from Homegrown SportsCentre.

To avoid a Replacement Tag Fee, you must return your access tag upon cancellation. For Blueprint programs, any remaining dues must be paid.

b) Immediate Termination by Member:

You have the option to terminate your membership immediately by emailing sportscentre@homegrownbasketball.com.au to finalize the cancellation. This option is available within 30 days of any of the following events:

- i. We increase your Membership Dues, other than in accordance with paragraph 5.3.
- ii. We close the entirety for any reason, spanning a continuous period of 30 days or more, excluding public school holidays.
- iii. We introduce changes to these Terms or the Venue Rules, pursuant to paragraph 10, which significantly diminish the benefits associated with your membership.
- iv. We breach any terms within this Agreement and fail to rectify said breach within 14 days after receiving notice from you.

c) Immediate Termination by Member (Continued):

You also have the option to terminate your membership immediately by emailing sportscentre@homegrownbasketball.com.au to finalize the cancellation. This option is available within 60 days of any of the following events:

- i. You are rendered unable to utilize a Venue due to a genuine and severe illness or injury spanning a minimum of three calendar months. You must provide credible

professional evidence of your illness or injury, such as a doctor's certificate or a hospital letter indicating your inability to resume basketball activities. Your membership will terminate on the concluding date of the current fortnightly billing cycle if we receive your notice at least 3 days before the commencement of the subsequent fortnightly billing cycle. Termination due to injury may incur the Early Termination Fee, at the discretion of Homegrown SportsCentre.

- ii. You declare bankruptcy and provide us with reasonable evidence, such as copies of Court documentation or orders. Your membership will terminate at the end of the current fortnightly billing cycle, if we receive your notice at least 3 days (i.e., by close of business Friday) before the start of the subsequent fortnightly billing cycle.

8.3. Termination by Homegrown SportsCentre:

We may terminate your membership under the following conditions:

- a) Immediate Termination for Serious or Repeated Breach: We reserve the right to terminate your membership instantly if you engage in a severe or repeated breach of these Terms or the Homegrown SportsCentre Rules.
- b) Termination for Unresolved Breach: In the event of any breach of these Terms or the Homegrown SportsCentre Rules, which is capable of remedy, we may terminate your membership if the breach is not remedied within 14 days of receiving notice from us, explicitly stating the breach, and advising you of the possibility of termination.
- c) Non-Payment of Membership Dues: If any portion of your Membership Dues remains unpaid for 28 days after becoming due, we may terminate your membership.
- d) False Information: If you supply us with knowingly false details during your membership application, and if these false details could reasonably impact our decision to grant you membership, we may terminate your membership.

In the event of termination for any of the above reasons:

- We reserve the right to recover any reasonable costs and expenses incurred because of your breach, in addition to any other rights or remedies available to us.

- We may collect the full amount of Membership Dues for the remainder of the current fortnightly billing period, any arrears, and any applicable Early Termination Fee.

8.4. Cost of Recovery:

- We shall endeavour to collect any outstanding Membership Dues and fees, including any applicable Early Termination Fee, upon the termination of your membership, whether by us or due to a breach of these Terms or the Homegrown SportsCentre Rules.
- You, as the Customer, are responsible for covering all costs incurred by Homegrown SportsCentre, including costs for which Homegrown SportsCentre may be contingently liable, in any effort to collect any monies owed by you under this Agreement. These costs encompass debt collection agent fees, repossession expenses, location search expenses, process server fees, and solicitor fees on a solicitor/client basis.

9. What are the Homegrown SportsCentre Rules?

The Homegrown SportsCentre Rules govern your utilization of the Venue. By becoming a member, you pledge to adhere to the Homegrown SportsCentre Rules, which constitute binding regulations applicable to all members, guests, and visitors. You bear responsibility for the conduct of your guests and visitors while they utilize the venue.

10. Changes to these Terms or the Homegrown SportsCentre Rules:

We retain the right to make reasonable modifications to these Terms or the Homegrown SportsCentre Rules as needed. We shall provide you with a minimum of 14 days' notice, either by email or in writing, informing you of these changes and directing you to the amended Terms or Homegrown SportsCentre Rules accessible on our website. If any alteration to these Terms or the Homegrown SportsCentre Rules substantially diminishes the benefits associated with your membership, you reserve the right to terminate your membership in accordance with paragraph 8.2 (b).

11. How to Contact Us:

All written notices should be directed sportscentre@homegrownbasketball.com.au. Only notices submitted to us in this manner will be considered valid notifications.

12. Risk and Your Health:

Engaging in physical exercise carries inherent risks of injury, and you accept these risks at your own discretion. It is essential to continually assess your physical condition and exercise at a level consistent with your health awareness and any medical advice you may have received. In the event of any unusual symptoms, immediately cease your activities and inform a staff member. Staff members can be notified through social media, email, or in person.

13. Liability:

13.1. Recreational Activities:

While participating in any activities or exercising at Homegrown SportsCentre, if you suffer injury or fatality, we shall not be held liable except to the extent caused by our gross negligence. In this context:

- a) "gross negligence" is as defined in paragraph 13.2 below; and
- b) "recreational activities" denote your involvement in sporting activities, similar leisure pursuits, or any other activities that encompass a significant degree of physical exertion or physical risk and are undertaken for recreational, enjoyment, or leisure purposes. Refer to the warning notice in paragraph 13.2 below, as required by the Australian Consumer Law and Fair Trading Act 2012 if you are in Victoria, regarding this limitation on our liability.

13.2. Warning under the Australian Consumer Law and Fair Trading Act 2012:

In this warning, "the supplier" refers to us, and "you" pertains to you and your child (if you have accepted these Terms on behalf of a child).

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory, Australian Capital Territory, and the Commonwealth:

By signing or accepting the terms of this document, you acknowledge that the Provider's liability for any:

- a) Deaths;
- b) Physical or mental injuries (including the aggravation, acceleration, or recurrence of such injuries);

- c) The contraction, aggravation, or acceleration of a disease;
- d) The emergence, aggravation, acceleration, or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct, or state of affairs in relation to an individual:
 - i. That is or may be harmful or disadvantageous to you or the community; or
 - ii. That may result in harm or disadvantage to you or the community;

resulting from the supply of recreational services or recreational activities is expressly excluded.

You acknowledge and agree that the above provision operates to exclude the Provider's liability due to a breach of an express or implied warranty that the recreational services will be provided with reasonable care and skill, as stipulated in section 5J of the Civil Liability Act 2002 (WA) and section 5N of the Civil Liability Act 2002 (NSW).

13.3. Liability for Supply of Other Services:

Without prejudice to paragraphs 13.1 and 13.2, and any other terms implied into this Agreement by statute pertaining to the supply of services that cannot be excluded or limited, we shall ensure that the services we provide are delivered with due care and skill. They should be fit for their commonly expected purpose, correspond in nature and quality to the services demonstrated to you, and remain free from any defects rendering them unsuitable for their commonly intended purposes.

To the extent allowed by law, and without limiting paragraphs 13.1 and 13.2, unless we have breached these obligations, we shall not be held liable for any deaths, injuries, losses, liabilities, or damages you may incur as a result of the services we provide.

13.4. Continuing Indemnity:

The indemnities provided herein constitute an additional, separate, independent, and ongoing obligation that endures beyond the termination of this agreement.

13.5. Limitation of Liability:

To the greatest extent permitted by law, Homegrown SportsCentre and its representatives explicitly:

- a) Disclaimer of Warranties: Disclaim all conditions, representations, and warranties (whether

express or implied, statutory, or otherwise) concerning the services provided by Homegrown SportsCentre. This includes any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limitation, Homegrown SportsCentre and its representatives make no representations or warranties that:

- i. you will achieve specific results from the provision of services;
 - ii. specific individuals will perform services on behalf of Homegrown SportsCentre; or
 - iii. the services will be
 - A. error-free or that errors or defects will be corrected; or
 - B. meet your requirements or expectations; and
- b) Limitation of Liability: Limit our aggregate liability concerning any and all claims for losses brought against Homegrown SportsCentre under this agreement or otherwise concerning the services to the following remedies:
- i. those outlined in paragraph 7.3; and
 - ii. a credit or refund of any amounts paid by you to Homegrown SportsCentre under this agreement.

14. Additional Terms:

14.1. Update of Contact Details:

You are responsible for keeping your contact details up to date by using the client portal. Failure to do so, and any subsequent change in your contact details, will render any notices sent by us to the email or other address we have on record for you as valid notices under these Terms.

14.2. Transfer of Rights and Obligations:

We reserve the right to transfer our rights and obligations under this Agreement to another organization or subcontract our obligations without prior notice to you. In such a case, you will continue as a member. However, if the other organization fails to provide the same or equivalent facilities and services as we did, you may terminate your membership by notifying us via email of your intent to cancel and returning your access tag at the Venue.

14.3. Failure to Enforce Rights:

Our failure to enforce any of our rights at any time, for any duration, and for any reason will not result in the forfeiture of those rights. Furthermore, if we fail to notice or act upon any breach of the terms of this Agreement, it does not imply that such behaviour is

acceptable. If a court deems any term of this Agreement invalid or unenforceable, that term will be nullified, but it will not affect the remainder of the Agreement. This Agreement is subject to the laws of the state where we are located.

14.4. First Aid Administration:

I hereby authorize the coaches and venue staff present during the event to administer first aid and/or arrange for medical/hospital treatment as they deem necessary, at my expense.

14.5. Responsibility:

I, or if a minor, my parent(s) or guardian(s) on my behalf, understand that Homegrown SportsCentre will not assume responsibility for accidents, losses, or injuries suffered by myself or my child during the activity. I declare that the participant(s) listed is physically and mentally fit to engage in all sporting activities for the duration of the event.

14.6. Privacy Policy:

Homegrown SportsCentre respects the privacy of all individuals and complies with National Privacy Principles standards when handling personally identifiable information. Information collected by Homegrown SportsCentre is used solely to improve and streamline activities for participants. This may include contact details and, if necessary, sensitive information. By registering your interest with Homegrown SportsCentre, you acknowledge that Homegrown SportsCentre may use your personal or contact information for the aforementioned purposes or for marketing purposes from time to time (in accordance with the Homegrown Basketball Australia Pty Ltd Privacy Policy), all in strict accordance with the Privacy Act.

14.7. Unavailability of Facility or Services:

Participants, attendees, and parents/guardians of Homegrown SportsCentre understand and accept that a particular facility or service within the Centre/Venue may be unavailable at times due to prior bookings, mechanical breakdowns, fires, acts of God, loss or leave, or any other reason. Therefore, Homegrown SportsCentre participants/attendees/parents/guardians agree not to hold the venue or Homegrown SportsCentre responsible or liable for such occurrences. Homegrown SportsCentre reserves the right to change, add, or eliminate its facilities or services from time to time.

14.8. Conduct within Venue:

Management/Coaching Director/Coaching staff retains the right to refuse entry, cancel enrolment, or request that a student, participant, parent/guardian leave the premises if the individual does not behave responsibly, is under the influence of drugs and/or alcohol, or does not adhere to the conditions of use.

14.9. Photo Release:

All participants are aware of and agree to the possibility of being photographed or videotaped while participating in activities. In consideration of valuable benefits received, you irrevocably grant Homegrown SportsCentre perpetual, exclusive rights to use and incorporate (alone or with other materials) photographs or video footage taken of you as a result of your participation in approved activities by Homegrown SportsCentre. You confirm that you will not bring or consent to others bringing claims or actions against the above parties on the grounds that anything contained in the media content is defamatory, reflects adversely on you, or violates any other rights, including rights of privacy and publicity. You hereby release Homegrown SportsCentre, its directors, coaches, officers, administrators, and assistants from any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages that may arise in connection with this media content.

15. Force Majeure:

Without limiting paragraph 7.3, to the maximum extent permitted by law, Homegrown SportsCentre shall not be liable for any damage and/or injury resulting from a failure to perform an obligation under this agreement if such damage or injury is caused by circumstances beyond the reasonable control of Homegrown SportsCentre.

16. Your Personal Information:

We take the privacy of our members seriously, and our Privacy Policy outlines how we collect, use, store, protect, and disclose your personal information. We collect personal information from you to provide services, administer your membership, and for other purposes outlined in our Privacy Policy. In most cases, we collect your personal information directly from you, including through your Membership Form and during our other communications with you, which may occur through <https://hgsportscentre.helloclub.com> or when you call, email, or contact our staff. Failure to allow us to collect your personal information may result in an

inability to provide services, administer your membership, or carry out some or all of the other activities detailed in our Privacy Policy.

To perform our services and for purposes described in our Privacy Policy, we may disclose some of your personal information to our related bodies corporate and other persons or entities as outlined in our Privacy Policy. In the event of payment default, we may disclose your personal information by notifying the default to a debt collection agency or other third party to obtain payment from you.

Unless specified in our Privacy Policy, we will not share your personal information without your consent, except as required by law. Our Privacy Policy explains how you can access and correct the personal information we hold about you, outlines the process for complaining about a breach of the Privacy Act, and details how we handle such complaints. If you have any questions or concerns about privacy or require further information about our privacy practices, please contact your Home Venue via email or phone.

If there is anything you do not understand, please ask us for an explanation before you agree to these terms. If you are under 18, a parent or guardian must agree to these terms on your behalf and grant permission for you to become a Homegrown SportsCentre member. Your parent or guardian will be responsible for your obligations under the Agreement and must sign below to indicate their acceptance of these Terms and the Homegrown SportsCentre Rules on your behalf. They will also be responsible for all payments due under your membership. Your parent or guardian will be the sole individual we discuss your membership with