

MEMBERSHIP DETAILS

Name: _____ Phone: _____

Address: _____ Suburb: _____ Postcode: _____

Email: _____ DOB: ____/____/____

Emergency Contact: _____ Relationship: _____ Phone: _____

Membership Type	Payment Option	Membership Period
<input type="checkbox"/> Combined Facility <input type="checkbox"/> Group Fitness <input type="checkbox"/> Rural Membership	<input type="checkbox"/> Ongoing (direct debit - minimum term 6 months) <input type="checkbox"/> Term (paid in full)	<input type="checkbox"/> 1 week (paid in full) Rec Centre ONLY <input type="checkbox"/> 1 month (paid in full) excluding Remote Membership <input type="checkbox"/> 3 months (paid in full) (Fitness Centre or Group Fitness renewal BHP)
<input type="checkbox"/> Rec Centre <input type="checkbox"/> Fitness Centre <input type="checkbox"/> BHP Invoice		<input type="checkbox"/> 6 months (paid in full) (Fitness Centre or Group Fitness initial BHP) <input type="checkbox"/> 12 months (paid in full)

Appraisal: _____ Date: ____/____/20____ Time: ____:____ am/pm

THIS AGREEMENT IS SUBJECT TO A 48 HOUR COOLING-OFF PERIOD

Start date: ____/____/20____ End date: ____/____/20____ Time: ____:____ am/pm

PAYMENT

Applicable discounts: ☐ Loyalty ☐ Concession ☐ Corporate ☐ FIFO ☐ Staff Discount %: _____ Up Front Amount: \$ _____

Membership Expiry: ____/____/20____ Direct Debit Amount: \$ _____ Occurrence: Fortnightly First Debit Commencing: ____/____/20____

DIRECT DEBIT REQUEST Complete ONE area only ie. Direct Debit Request or Credit Card Authorisation

☐ SAVINGS/CHEQUE ACCOUNT Financial Institution: _____ BSB No. : _____ - _____

Account Name: _____ Account Number: _____

CREDIT CARD AUTHORISATION Complete ONE area only i.e. Direct Debit Request or Credit Card Authorisation

☐ CREDIT CARD Financial Institution: _____ Card Type: ☐ Visa ☐ Mastercard

Name on Card: _____

X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
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Expiry: ____/____

I _____ request and authorise the Shire of East Pilbara to arrange for the amount specified above to be charged to, or debited from (via the Bulk Electronic Clearing System Debit User ID 184534), the account identified above, subject to the Direct Debit Request Services Agreement and Credit Card Authorisation Terms and Conditions.

Signature: _____ Signature of Parent/Guardian (if applicable) _____

Date: ____/____/20____ Name of Parent/Guardian (if applicable) _____

I understand and accept the terms and conditions of this membership agreement as outlined on the overside of this form. I further acknowledge that the Shire of East Pilbara and its servants and agents are to be free and clear of all responsibility for any loss or injury whatsoever which I may suffer as a result of my participation of the centre's activities. In addition, I give permission for centre staff to seek medical assistance at my expense if required.

The member agrees to abide by the rules and conditions of the centre. The centre reserves the right to refuse entry to any member and has the right to terminate entitlement of use without warning if any member fails to comply with the rules of conduct and etiquette, fails to make payment of any fee on the due date or displays inappropriate behaviour.

Signature: _____ Signature of Parent/Guardian (if applicable) _____

Date: ____/____/20____ Name of Parent/Guardian (if applicable) _____

OFFICE USE ONLY	X	✓	X	✓
Links ID No			Exercise pre-screening	
Personal identification			Payment Method	
Company verification			Blood Pressure	/
Membership details complete				

Staff member:	
Signature:	
Member details checked Secondary Signature:	

Membership Agreement Terms and Conditions

MEMBERS INDUCTION: I UNDERSTAND THAT AN INITIAL INTRODUCTION TO THE SHIRE OF EAST PILBARA RECREATION FACILITIES ARE A REQUIREMENT PRIOR TO USE.

This is a membership form under which you agree to become a member of Newman Recreation Centre, Marble Bar Gym or Nullagine Fitness Centre. When you sign this form, you are entering into a legally binding agreement. Any variation to these terms and conditions must be in writing and signed by one of our authorised officers

Members must disclose to staff any medical conditions, by way of completing an exercise pre-screening on initial sign up, which will affect their health and wellbeing during exercise. Clearance from a doctor may be required before commencing a fitness program. Members are required to provide updated information if their current health changes, at the commencement of a new membership term or every 12 months, whichever comes first.

Clients with blood pressure readings equal to or exceeding 140/90 or less than 90/60 will not be eligible for after hours access without medical clearance from a General Practitioner.

COOLING OFF PERIOD AND REFUND

After applying for a membership, you have a forty eight (48) hour period (“Cooling Off Period”) during which you may cancel your membership. Notice must be given in writing. A refund equal to the membership fee and any additional amounts paid minus the administration fee and the cost of any fitness services already supplied will be applicable. If you terminate your contract after the cooling off period, different conditions will apply. The following termination clauses outline your right to terminate the contract and any fees payable in such circumstances.

MEMBERSHIP TYPE

From the start date you are entitled to the membership benefits and use of the facilities and services that apply to the membership type you have selected. Fitness Centre memberships include 1 appraisal and complimentary program (optional) per membership term. Fees and charges apply to additional assessments.

ONGOING DIRECT DEBIT: Periodical agreement that will continue after the minimum term, until either you or we terminate it in the way described in the agreement. This membership has a minimum period of 6 months (a total of 13 fortnightly payments).

FIXED TERM/UPFRONT CONTRACT: Automatically terminates at the expiry of the minimum term as specified in this membership application. If you require fitness services after that time, you will need to enter into a new contract.

MEMBERSHIP PAYMENT

ONGOING DIRECT DEBIT: Direct Debit memberships are made in advance for the coming payment period from an approved credit or debit card or bank account on a fortnightly basis (Thursdays). It is the members’ responsibility to notify the SoEP Recreation Services, in writing, of any changes to the nominated payment details.

If an automatic direct debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or the SoEP cancels the arrangement by notifying your bank or credit provider. 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 damages for breach of contract.

FIXED TERM/UPFRONT CONTRACT: Payment is made in full at time of joining.

TRANSFERS

Memberships are non-transferable.

PAYMENT OF REJECTED DEBITS OR CREDITS

The member is responsible for ensuring that the nominated bank account or credit card is valid, able to accept direct debits and has sufficient funds for the transaction on the agreed days.

On the occasion the bank rejects the debit, an attempt will be made to take payment on the next fortnight’s direct debit run. Any costs incurred by the centre in processing rejected debits off the member’s membership will be passed onto the member. Access will be denied on the occasion that failed payments remain outstanding.

MEMBERSHIP FEE INCREASE

We will not increase the membership fees during the minimum term. However, we may increase your membership fees or any other fees with effect any time after that. If we increase membership fees we will provide at least two weeks prior notice of the increase by post or email to the addresses provided by you in the membership application. Following such notice, you authorise us to increase any direct debits to your credit card or bank account which you have authorised upon joining. We will not use this right to vary the terms on any special offer which applies to you.

SUSPENSION

Membership suspension is available provided that all amounts payable for your membership are paid up to date. You can suspend your membership for travel or medical reasons upon provision of satisfactory supporting documentation. Supporting documentation approval is at the discretion of SoEP Recreation Management. All suspensions must be applied for in writing to us before 5pm on the day prior to the commencement of the suspension period. Suspensions will not be backdated. The membership will resume automatically after the suspension period has finished.

ONGOING DIRECT DEBIT MEMBERSHIPS: Can be suspended twice per year (from membership start date) for no less than 7 days and no more than 6 weeks or 42 days. Applicable fee is \$10 per term.

Direct debit fortnightly payment amount will be altered to reflect suspension dates.

FIXED TERM/UPFRONT MEMBERSHIPS: 3 month memberships can be suspended once per term for no less than 7 days and no more than 42 days. Applicable fee is \$10 per term. 6 and 12 month memberships can be suspended twice per term for no less than 7 days and no more than 6 weeks or 42 days. Applicable fee is \$10 per term.

For term memberships, the period of suspension will be added to the end of the membership term.

EXCEPTIONS: Memberships can be suspended based on medical groups for a period no less than 7 days and a maximum of one calendar year (365 days).

CANCELLATION AND REFUNDS

Cancellations of all memberships incur an administration fee of \$50 and must be made in writing.

Refunds will be made for fixed term/upfront contracts minus the administration fee and membership fees for services already supplied.

Termination within the minimum term

You may terminate the contract without additional fees prior to the expiry of the minimum term with immediate effect by providing us with written notice if:

We make changes to the contract which adversely affects you;

You become subject to medical incapacity; or

You otherwise become entitled to do so under consumer legislation.

Termination when changes are made to terms and conditions

You are entitled to terminate the contract with immediate effect at any time by providing us with written notice if:

We make amendments to these terms and conditions and you do not continue to use the SoEP Recreation Services as contemplated; or

Higher Membership Fees applicable to your membership are introduced.

No fees will be applicable for terminating in accordance with this clause apart from the cancellation fee, membership fees for the time you have been a member and any additional fees for fitness services already supplied.

Termination where we breach our obligations

If we are in breach of our obligations under the contract and we have not remedied that breach within a reasonable time after you have notified us of our breach in writing, you are entitled to terminate the contract with immediate effect at any time by providing us with written notice. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the administration fee, membership fees for the time you have been a member and any additional fees for fitness services already supplied.

Termination for Medical Reasons

You may terminate the contract with immediate effect at any time by providing us with written notice if you produce supporting documentation to our reasonable satisfaction to demonstrate medical incapacity. In that event, you will only be charged the administration fee, membership fees for the time you have been a member and any additional fees for fitness services already supplied.

MINIMUM AGE

Memberships can be supplied to those aged 16 years and over, with consent from a parent or guardian. Under 16’s may be able to access the facility to participate in certain supervised activities on a casual basis, conditions apply. Restrictions will be at the sole discretion of facility management.

TRAINING ETIQUETTE

Suitable clean attire must be worn at all times. This includes: runners, shorts, t-shirt/singlet and towel. NO denim, NO work clothes, NO work boots & NO thongs. Fitness Centre users are not permitted to throw their weights on the floor or anywhere else in the facility. This will result in 1 verbal warning followed by immediate suspension if seen doing so again.

No private business, including but not limited to personal training and sports coaching may be conducted within the SoEP facilities without written consent of management.

Members should remember at all times that they are required to share the equipment with other members. Please consider others and keep use to a minimum during busy periods.

MEMBERS MUST RETURN ALL EQUIPMENT SAFELY TO ITS PROPER PLACE AFTER USE.

We can refuse entry to the SoEP recreation facilities, cancel your membership and/or terminate the contract without warning or notice for inappropriate threatening or harassing behaviour, damaging equipment or facilities or use of illegal or performance enhancing drugs.

SAFETY NOTICES

Newman Recreation Centre is under 24 hour recorded video surveillance and your member access card usage is logged.

Our fitness facilities are 24 hour use. This services is provided for the convenience of members only, and have completed a compulsory induction with an authorised staff member. After Hours Access ceases when the membership expires. On renewal of membership after hours access is reactivated with no additional cost. If members are seen allowing other people into the fitness centre, after hours, they will be suspended immediately.

Any persons found using the fitness centre with an expired membership will pay for the usage of a casual entry.

You acknowledge and agree that use of the fitness centre’s facilities and services is potentially a dangerous activity and may lead to injury. You agree to use the facilities and services of the fitness centre entirely at your own risk and with due caution, and acknowledge that we do not warrant or guarantee the condition of any facilities or equipment in the fitness centre. You further acknowledge that use of the fitness centre’s equipment and facilities is unsupervised.

Limitation of liability and indemnity

It is a condition of membership that we shall not be liable for: Any injury that may occur whilst you make use of the fitness centre’s facilities and services;

or Any loss or damage to property, however arising as a consequence of membership of the fitness centre or use of its facilities and services, including for any loss or damage arising as a consequence of our act or omission, whether negligent or otherwise.

You further agree to:

Not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in activities in the fitness centre or use of the fitness centre’s facilities, services or products; and

Indemnify us to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your involvement in activities in the fitness centre or from use of the fitness centre’s facilities, services or products.

The indemnity granted pursuant to this clause extends to any employee, agent, officer or other authorised representative of the fitness centre or the Shire of East Pilbara.

SECURITY

Please be aware the Newman Recreation Centre is under 24 hour video surveillance for the purpose of monitoring the correct usage of the facility and the safety of after hours attendees during times that are not attended by staff.

SMOKING AND ALCOHOL

Smoking is prohibited in any area of the centre or within five metres from the entrance. Consumption of alcohol is strictly prohibited without an approved license.

FOOD AND BEVERAGES

No food or drink (except water or sports drinks) are to be taken into the gyms or fitness centres unless previously approved by management.

PERSONAL INFORMATION

It is the member’s responsibility to keep us promptly informed of any change of address, phone contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership with us.

COMMUNICATION AND PRIVACY

I recognise that as a member of the Shire of East Pilbara Recreation facilities I may receive communication and marketing material via email, phone or mail from time to time. We will not divulge personal information to any third party without prior consent. Exclusions apply to direct debit service provider if applicable to members membership type.

ADULT PRE-EXERCISE SCREENING SYSTEM (APSS)



This screening tool is part of the Adult Pre-Exercise Screening System (APSS) that also includes guidelines (see User Guide) on how to use the information collected and to address the aims of each stage. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise & Sport Science Australia, Fitness Australia, Sports Medicine Australia or Exercise is Medicine for any loss, damage, or injury that may arise from any person acting on any statement or information contained in this system.

Full Name: _____

Date of Birth: _____ Male: _____ Female: _____ Other: _____

STAGE 1 (COMPULSORY)



AIM: To identify individuals with known disease, and/or signs or symptoms of disease, who may be at a higher risk of an adverse event due to exercise. An adverse event refers to an unexpected event that occurs as a consequence of an exercise session, resulting in ill health, physical harm or death to an individual.

This stage may be self-administered and self-evaluated by the client. Please complete the questions below and refer to the figures on page 2. Should you have any questions about the screening form please contact your exercise professional for clarification.

Please tick your response

	YES	NO
1. Has your medical practitioner ever told you that you have a heart condition or have you ever suffered a stroke?		
2. Do you ever experience unexplained pains or discomfort in your chest at rest or during physical activity/exercise?		
3. Do you ever feel faint, dizzy or lose balance during physical activity/exercise?		
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?		
5. If you have diabetes (type 1 or 2) have you had trouble controlling your blood sugar (glucose) in the last 3 months?		
6. Do you have any other conditions that may require special consideration for you to exercise?		

IF YOU ANSWERED 'YES' to any of the 6 questions, please seek guidance from an appropriate allied health professional or medical practitioner prior to undertaking exercise.

IF YOU ANSWERED 'NO' to all of the 6 questions, please proceed to question 7 and calculate your typical weighted physical activity/exercise per week.

7. Describe your current physical activity/exercise levels in a typical week by stating the frequency and duration at the different intensities.
For intensity guidelines consult figure 2.

Intensity	Light	Moderate	Vigorous/High
Frequency (number of sessions per week)	_____	_____	_____
Duration (total minutes per week)	_____	_____	_____

Weighted physical activity/exercise per week

Total minutes = (minutes of light + moderate) +
(2 x minutes of vigorous/high)

TOTAL = _____ minutes per week

- If your total is less than 150 minutes per week then light to moderate intensity exercise is recommended. Increase your volume and intensity slowly.
- If your total is more than or equal to 150 minutes per week then continue with your current physical activity/exercise intensity levels.
- It is advised that you discuss any progression (volume, intensity, duration, modality) with an exercise professional to optimise your results.

I believe that to the best of my knowledge, all of the information I have supplied within this screening tool is correct.

Client signature: _____ Date: _____

Cnr of Gregory & Fortescue Ave
Telephone: (08) 9177 8075
Fax: (08) 9177 8461

ABN: 47 854 334 350

MEMBERSHIP DETAILS

Name			
Address			
Phone		DOB	____/____/____ M <input type="checkbox"/> F <input type="checkbox"/>
Email			
Emergency Contact			
Relationship		Phone	

As parent/guardian of the applicant I hereby acknowledge and agree to the terms and conditions of a membership at the Shire of East Pilbara recreation facilities, and I understand it. I consent to the applicant becoming a member and using the facilities and services. I am aware of the risks and dangers associated with the use of a membership. In consideration of the applicant being accepted as a member, I agree to release and indemnify the Shire of East Pilbara recreation facilities in the same manner and to the same effect as if I were the applicant named in the membership application.

Signature of parent/guardian: _____ Date: _____

INDUCTION

PLEASE READ AND SIGN THE FOLLOWING STATEMENTS

<i>I have completed the pre-exercise screening form honestly and to the best of my knowledge.</i>	YES / NO
<i>I have read, and agree to follow the rules and regulations outlined in the terms and conditions; I understand that I am at risk of suspension or loss of my membership if I do not adhere to these conditions.</i>	YES / NO
<i>I understand the rights of the fitness centre to refuse me after hours access depending on the outcome of my pre-exercise screening form, and that I may use the gym at my own risk during business hours.</i>	YES / NO
<i>I have been walked through the fitness centre and shown the emergency exits, duress alarms, fire extinguisher, first aid kit and emergency phone.</i>	YES / NO
<i>I understand that I am entitled to a FREE Fitness Appraisal as part of a Combined Facility, Rec Centre and Fitness Centre Membership to ensure that I am using the equipment safety, with correct technique and is specific to my goals.</i>	YES / NO
<i>I would like to book an appraisal.</i>	YES / NO

Name of Applicant

Date