

MEMBERSHIP DETAILS

Name: _____ Phone: _____
 Address: _____ Suburb: _____ Postcode: _____
 Email: _____ DOB: ____/____/____
 Emergency Contact: _____ Relationship: _____ Phone: _____
 Appraisal: _____ Date: ____/____/____ Time: ____:____ am/pm

MEMBERSHIP AGREEMENT SUMMARY: THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING-OFF PERIOD

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

MEMBERSHIP TYPE

Combined Facility
 Rec Centre
 Fitness Centre
 Group Fitness
 Rural Membership
 Invoice
 10 Visit Pass
 Applicable discounts:
 Loyalty
 Concession
 Corporate
 FIFO
 Staff

Payment option 1: **Paid upfront in full** Membership period: **FIXED TERM AGREEMENT**

1 week
 1 month
 3 months
 6 months
 12 months

Newman Recreation Centre ONLY

Fitness Centre or Group Fitness INVOICE

Membership start date: _____ Membership expiry: _____
 Payment due: \$ _____ Discount applied of: _____
 Additional comments: _____

Payment option 2: **Direct debit** Membership period: **ONGOING initial term of six (6) months or 13 fortnightly payments**

Membership start date: _____ Initial term end date: _____ **Occurance: Fortnightly**
 Direct Debit amount: \$ _____ First debit commencing: _____ Discount applied of: _____
 Additional comments: _____

PAYMENT

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 ie. 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
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 Expiry: ____/____

OFFICE USE ONLY
 CVV: X X X

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

I understand and accept the terms and conditions of this membership agreement The Shire of East Pilbara, PMB 22, Newman WA 6753, csorec@eastpilbara.wa.gov.au as outlined on the overside of this form. I further acknowledge that the Shire of East Pilbara and it's 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 SoEP's Fitness Centres activities. In addition, I give permission for SoEP staff to seek medical assistance at my expense if required.

The member agrees to abide by Membership Agreement Terms and Conditions. The SoEP 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 Membership Agreement Terms and Conditions, fails to make payment of any fee on the due date or displays inappropriate behaviour.

Signature _____ Date: ____/____/____

As a parent/guardian of the applicant who is over the age of 16 years but under the age of 18 years, I hereby acknowledge and agree to the terms and conditions of membership at the Fitness Centres and I understand it. I am aware of the risks and dangers associated with the use of the Fitness Centre and have explained them to the applicant who understands them. In consideration of the applicant being accepted as a member, I agree to release and indemnify the Shire of East Pilbara in the same manner and to the same effect as if I were the applicant named in the membership application on the terms and conditions set out in the Membership Agreement Terms and Conditions.

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

Name of Parent/Guardian (if applicable) _____

OFFICE USE ONLY	X		X
Personal identification		Exercise pre-screening	
Company verification		Payment Method	
Membership details complete		Customer ID	

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 FITNESS CENTRES ARE A REQUIREMENT PRIOR TO USE.

This is a membership agreement between:

The Shire of East Pilbara,
PMB 22,
Newman WA 6753
Email: csorec@eastpilbara.wa.gov.au;
and you, the membership applicant.

Under this membership application you agree to become a member of Newman Recreation Centre, Marble Bar Gym or Nullagine Fitness Centre. These terms and conditions apply to all the Fitness Centre's unless as otherwise specified in this Membership Agreement Terms and Conditions. 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.

1. COOLING OFF PERIOD AND REFUND

After applying for a membership, you have a seven (7) day 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 both the Shire of East Pilbara's, and your right to terminate the contract and any fees payable in such circumstances.

2. 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.

ONGOING DIRECT DEBIT: Periodical agreement that will continue after the initial term, until either you or the SoEP terminate it in the way described in the agreement. This membership has an initial term of six (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.

3. 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 Fitness Centre's, 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.

4. TRANSFERS

Memberships are non-transferable.

5. 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 SoEP in processing rejected debits off the member's membership will be passed onto the member.

Access will be denied after 1 failed payment. The SoEP reserves the right to terminate the agreement after three (3) consecutive failed attempts to retrieve payment have occurred and after the minimum term has been completed.

6. MEMBERSHIP FEE INCREASE

The SoEP will not increase the membership fees during the minimum term. However, the SoEP may increase your membership fees or any other fees with effect any time after that. If the SoEP increase membership fees, at least two weeks' notice of the increase will be given 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. The SoEP will not use this right to vary the terms on any special offer which applies to you.

7. SUSPENSION

Membership suspension is available provided that all amounts payable for your membership are paid up to date. 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 grounds for a period no less than 7 days and a maximum of one calendar year (365 days).

8. CANCELLATION AND REFUNDS

A member has the right to terminate their membership agreement at any time and for any reason, including the reasons that are currently set out in the Membership Agreement Terms and Conditions; The member may be liable for damages for breach of contract if the member terminates the membership agreement in a manner not described in the Membership Agreement Terms and Conditions.

Written notice may be provided either electronically or in paper form delivered by post or hand. The termination of a membership agreement will occur 30 days after the day on which the SoEP receives the written termination notice.

On the termination of a membership agreement by the SoEP, it will provide the member with written notice of its intention to do so.

FIXED TERM/UPFRONT CONTRACT: Cancellations of membership will incur an administration fee of \$50. Refunds will be made for fixed term/upfront contracts minus the administration fee and membership fees for services already supplied.

ONGOING DIRECT DEBIT: On the termination of a membership agreement by a member, the SoEP will within 7 days of receiving the notice confirm the amount of the last payment due and the date on which the termination takes effect. On receipt of the last payment, the SoEP will cease deductions under the membership agreement.

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:

- (a) The SoEP make changes to the contract which adversely affects you;
 - (b) The SoEP breached our obligations;
 - (c) You become subject to medical incapacity; or
- You otherwise become entitled to do so under consumer legislation.

(a) 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: The SoEP make amendments to these terms and conditions and you do not continue to use the SoEP Fitness Centre's 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.

(b) Termination where the SoEP breach our obligations

If the SoEP are in breach of our obligations under the contract and 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.

(c) Termination due to medical reasons

You can end your membership by telling us in writing if you cannot exercise for the remainder of Minimum Term due to an illness or a physical incapacity and you produce supporting documentation to our reasonable satisfaction.

9. MINIMUM AGE

Memberships can be supplied to those over the age of 16 years but under the age of 18 years, with consent from a parent or guardian. Children over the age of 14 years but under the age of 16 years 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.

10. TRAINING ETIQUETTE

Suitable clean attire must be worn at all times. This includes: closed-top athletic shoes, shorts, t-shirt/singlet and towel. NO denim, NO work clothes, NO work boots & NO open-toe shoes. 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 of 7 days 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.

The SoEP can refuse entry to all SoEP Fitness Centre's, 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.

11. SAFETY NOTICES

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. You can only bring a non-member to a Fitness Centre during staffed hours and you will not permit a non-member to access a Fitness Centre or use your membership card or key to access a Fitness Centre, otherwise you risk your membership being suspended immediately for a period of 14 days.

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

Limitation of liability and indemnity

It is a condition of membership that the SoEP or its employees, agents, officers or other authorised representatives of a Fitness Centre will not be liable for any injury or loss or damage suffered personally or to any property that may arise from your use of a Fitness Centre's facilities, equipment and services or as a consequence of SoEP's or its employees', agents', officers' or other authorised representatives of a Fitness Centre's action or omission including if it is caused by negligence.

You release and indemnify SoEP and its employees, agents, officers and other authorised representatives of a Fitness Centre to the fullest extent permitted by law from and against any and all liability, costs, expenses, penalties, fines, damages, causes of action, actions, suits, claims, demands and legal proceedings whatsoever, whether legal, equitable or statutory, and whether present, future or contingent, howsoever arising out of or in relation to your involvement in activities at a Fitness Centre or the use of a Fitness Centre's facilities, services or equipment.

12. 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.

13. SMOKING AND ALCOHOL

Smoking is prohibited in any area of any Fitness Centre or within the entrance or carpark. Consumption of alcohol is strictly prohibited.

14. FOOD AND BEVERAGES

No food or drink (except water or sports drinks) are to be taken into a Fitness Centre unless approved by that facility's management.

15. 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.

16. COMMUNICATION AND PRIVACY

I recognise that as a member of the Shire of East Pilbara's Fitness Centre's I may receive communication and marketing material via email, phone or mail from time to time. The SoEP 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.

17. COMPLAINTS

In the event that you intend on making a complaint, that complaint must be directed to the SoEP's Fitness Centre's management in writing at csorec@eastpilbara.wa.gov.au