

MEMBERSHIP AGREEMENT

Trim Ref D	_____
Customer ID	_____
<input type="checkbox"/> New Member	<input type="checkbox"/> Renewing

CUSTOMER DETAILS

<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss	Name: _____	DOB: _____
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If applicable, have any details changed since previous agreement Yes No N/A

Address: _____	Postcode: _____
Mobile: _____	Work/Home: _____
Email: _____	
Emergency Contact Name: _____	Phone: _____
Membership Start Date: _____	Upfront Expiry Date: _____

MEMBERSHIP TYPE			
<input type="checkbox"/> MY Lifestyle	<input type="checkbox"/> MY Choice Fitness	<input type="checkbox"/> MY Choice Aquatics	<input type="checkbox"/> MY FitMix
<input type="checkbox"/> Aqua Only	<input type="checkbox"/> Stadium Only	<input type="checkbox"/> Cub <input type="checkbox"/> Tiger	<input type="checkbox"/> Fit For Life (FFL)

<input type="checkbox"/> ONGOING DIRECT DEBIT MEMBERSHIP (no minimum commitment term)
Payments: Direct Debit set up fee due today: \$10.00 D/D Fortnightly installments: _____ Pro-rata fees due today: _____ Concession Type: _____ Cancellation bond fees due today: _____ First Direct Debit date: _____ Total fees due today: _____
Important information: This is an ongoing agreement. The agreement will continue until either you or the supplier terminates it in a way described in this agreement. If an automatic direct debit arrangement is in place, membership fees will continue to be debited from your credit card or bank account until you or your fitness centre cancels the arrangement. If you terminate this agreement or stop the automatic direct debit in a manner not described in this agreement, then you may be liable to the fitness centre for damages for breach of contract.

<input type="checkbox"/> UPFRONT MEMBERSHIP OF _____ MONTHS
Payments: Amount due today: _____ Concession Type: _____

SPECIAL CONDITIONS (Office only)

This agreement is subject to a 7 day cooling off period commencing: _____: am/pm on ___/___/20___ and ends _____: am/pm on ___/___/20___

DECLARATION - I hereby declare that the above particulars are true and correct.

I, (and if being under 18 years of age, my parent/s, guardian/s for and on behalf of myself), acknowledge that during such times as I am on the premises or participating in any activity external to the premises which is organised, approved or endorsed by the Murray Aquatic & Leisure Centre as an activity for me to take part in, both my property and my person shall be at my own risk in every respect and hereby disclaim and release the Shire of Murray, and every occupier thereof, all employees, agents, independent contractors, voluntary workers from any liability for any personal injury or loss of property.

I declare that I am in a good state of health, fitness and physical condition and am able to engage in exercise and fitness programs at the Centre. I understand that the completion of a Pre-Exercise Screening Questionnaire is required by all new or renewing members prior to my membership commencing. I will inform instructors of any condition that may have an effect on my ability to participate in any exercise or group fitness program, prior to that participation.

I have read, understood and agree to the terms above and on the reverse of this form.

MEMBER (or parent/guardian if member joining is under 18 years)

Signed: _____	Print Name: _____	Date: _____
Parent/Guardian: _____	Print Name: _____	Date: _____

CENTRE REPRESENTATIVE

Signed: _____	Print Name: _____	Date: _____
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MALC Membership Terms & Conditions

1. Personal Details

- 1.1. You must provide the details noted on the Membership Application Form, and provide staff with photographic identification if requested.
- 1.2. Access to memberships/facilities maybe restricted time to time due to government requirements, therefore you agree to provide any details as requested/required by staff or you may be required to terminate your membership as prescribed within the cancellation process (i.e. this may include personal vaccination records).
- 1.3. You acknowledge that all members are required to have their photo taken at the Centre. This image will appear on the membership database for identification purposes.
- 1.4. Should your personal details change, it is the members' responsibility to complete a new **Member Change of Details Form** or amend via the member online dashboard to ensure the Centre has the correct contact details for the member. The Centre will not be responsible for failing to communicate with a member if the member's details are not up to date.
- 1.5. As part of your membership, we will contact you from time to time in regards to news, events, special promotions and information pertaining to the MALC. Your contact details **WILL NOT** be provided or sold to any third party under any circumstances.

2. Adult Pre-Screening form, medical clearance and induction requirements

- 2.1. Members are not be permitted to use fitness services including the gym and group fitness classes without completing an Adult Pre-Screening Form.
- 2.2. Members who answer yes to one of the risk factors may have their access restricted until they have discussed their personal medical situation with a gym instructor, and may require the member to obtain a medical clearance prior to being able to commence their membership.
- 2.3. MALC reserves the right to restrict, suspend or terminate the membership of a member if MALC is of the reasonable opinion that they are medically unfit to utilise the Centre or facilities/services within. If a membership is restricted or suspended for this reason, the membership will not be reinstated until the member provides MALC with a medical clearance confirming that you are fit to train.
- 2.4. Members will not be charged/lose membership time if you are not medically able to use your membership.
- 2.5. All members must satisfactorily complete a member induction with a MALC staff member prior to using the 24/7 gym (and obtaining their access fob).

3. Age Restrictions

- 3.1. Persons under 18 years of age must have a parent or guardian co-sign membership agreements.
- 3.2. The minimum age for a MY Lifestyle or MY Choice membership is 16 years, and 10 years for an Aquatic Swim membership (unsupervised).
- 3.3. To access the gym 24/7, members must be a minimum of 14 years of age and must attend with parent/guardian (See Clause 8.9 for additional Terms and Conditions).
- 3.4. Supervised MY Active Teen memberships are available for children 11 to 15 years of age and access to the gym is limited to hours as per the current advertised schedule.

MALC Membership Terms & Conditions (continued)

4. Access and Facility Use

- 4.1. Members agree to abide by the Murray Aquatic & Leisure Centre (MALC) Code of Conduct and Conditions of entry at all times, and only utilise the services and facilities applicable to the membership type the member has joined with.
- 4.2. You acknowledge and agree that if you cause damage either through negligence or maliciously to the Centre or any equipment, you may be liable to the Shire of Murray for its cost of repair and/or replacement.
- 4.3. Upon your membership being approved, you will be given either a membership key tag, fob or wristband. You acknowledge that whichever item is provided it is required in order to gain entry to the Centre. You must not let anyone else into the Centre without the approval of Centre staff or let anyone else use your membership card, key, fob or wristband.
- 4.4. A fee will be charged for a replacement key tag, fob or wristband if yours is lost, stolen or damaged, or you wish to update it. Members that are renewing/upgrading their membership are required to retain their original membership card/key tag/fob.

5. Payments

- 5.1. You acknowledge and agree that, except as otherwise set out in this Agreement or as required by law, all Fees are non-refundable upon termination of this Agreement and your failure to use the Facilities and Services does not warrant a refund of any type.
- 5.2. You further acknowledge and agree that failure to use the Facilities and Services does not affect the terms of this Agreement and we are in no way responsible for your level of usage nor is it our responsibility to notify you of your usage at any stage.
- 5.3. Members with Direct Debit payments arrangements agree to abide by the separate Direct Debit Terms and Conditions.

6. Direct Debit

6.1. General

- 6.1.1. A direct debit membership is an ongoing agreement with no minimum commitment term.
- 6.1.2. Direct debit payments are managed and debited on behalf of the MALC by a third-party billing agent, Global Payments Australia 1 Pty Ltd, ACN 601 396 543 APCA User ID Number 342190, 342191, 428198.
- 6.1.3. Fees will be debited fortnightly in advance from your nominated credit card or bank account until the membership is cancelled in accordance with these terms and conditions.
- 6.1.4. Membership deductions will occur fortnightly on the day of membership commencement.
- 6.1.5. The deducted amount may take up to five days to appear on your statement and will be listed as **EZI*Shire of Murray Pinjarra AUS**
- 6.1.6. If a Direct Debit arrangement is terminated in a manner not prescribed in this agreement, the member/customer will be liable for any outstanding fees due and any penalty fees to remedy the situation for breach of contract.
- 6.1.7. MALC may add, remove or alter fees charged, for which you will be notified in writing at least one month prior. Where the MALC has made reasonable effort to inform you of any changes, it's implied that you authorise the MALC to alter any debits from your nominated bank account/credit card as applicable.

MALC Membership Terms & Conditions (continued)

6.2. Payment Rejections/Defaults

- 6.2.1. It is the member's responsibility to ensure cleared funds are available in the nominated bank account or credit card to meet the direct debit payment.
- 6.2.2. If a direct debit payment is returned unpaid by your financial institution, the member will be responsible for payment of debit via an alternate means (via the member online portal or in Centre).
- 6.2.3. The member will be notified via SMS and/or email if a direct debit payment is rejected/fails.
- 6.2.4. Rejected/failed payments remain due and payable with an additional administration fee applicable for costs incurred whilst processing the rejected/defaulted payment.
- 6.2.5. Access to the Centre will be restricted whilst a members account is in arrears (i.e. members will not be able to access the gym, pools, etc.)
- 6.2.6. If a member has outstanding fees and no acceptable agreement is reached with the Centre to remedy the payments, the arrangement will be terminated at the end of the next debit period and the customers details forwarded onto a collection agency for recovery of any outstanding fees due under the contract term. The customer will be liable to pay debt collection expenses and any Court costs incurred.
- 6.2.7. If a member is in financial hardship, an agreement may be negotiated with the Centre to remedy any outstanding fees.
- 6.2.8. No new membership or service agreements (i.e. swimming lessons) will be granted until all outstanding arrears have been cleared.

6.3. Change in Personal and/or Account Details

- 6.3.1. If a member's direct debit account details change at any stage throughout the agreement, the member must complete a new Direct Debit Request Authorisation Form or update details online at [Envibe \(murray.wa.gov.au\)](http://Envibe(murray.wa.gov.au)) at least 7 days prior to your next direct debit day in order to be processed in due time.
- 6.3.2. The member acknowledges and agrees that fees may be incurred as a result of returned/defaulted direct debit payments where updated details have not been provided, and that the customer/member is responsible for the payment of those additional fees.

7. Membership Agreements - Cancellations

- 7.1. This Membership Agreement can be voided within 7 days of joining by advising us in writing which can be given to us personally, by post or by email.
- 7.2. All monies will be refunded with the exception of charges for products or services already delivered (e.g. appraisal, time used pro-rata).
- 7.3. All terms and conditions of membership are binding after 7 days.
- 7.4. Requests to cancel a membership can be submitted in writing via a Membership Cancellation Form, email or through the member online portal.
- 7.5. 14 days' notice is required to cancel any membership.
- 7.6. You may terminate this Agreement at any time for medical reasons, on presentation of a medical certificate, with future payments ceased within two days of submitting your cancellation form.

MALC Membership Terms & Conditions (continued)

- 7.7. No refunds or credits will be given on any free/bonus days received as part of a membership promotion (only paid membership fees will be refunded if applicable).
- 7.8. Refunds for upfront memberships will be calculated by multiplying the daily membership charge by the number of days used and deducting from initial membership payment. (Daily charge is based on equivalent 3- month membership price).
- 7.9. A Cancellation Administration Fee applies to all upfront membership cancellations
- 7.10. Memberships cannot be cancelled if there are outstanding direct debit payments.
- 7.11. Memberships cannot be suspended in the cancellation notice period
- 7.12. Refunds will be processed within 7 days of all relevant paperwork being returned (i.e. bank verification details).
- 7.13. Any additional terms/conditions that apply will be specified as required in the "special conditions" section of your membership agreement.

8. Membership Agreements - Suspensions

- 8.1. Requests to suspend a membership must be submitted in writing via a Membership Suspension Form or via the online web portal.
- 8.2. Suspension requests will not be accepted over the phone, nor will suspensions be back dated. Suspensions will not be approved if any outstanding membership payments are owed.
- 8.3. Membership holders may suspend their membership at no charge for the following time periods:

3 Month Membership	- minimum 1 week, maximum 2 weeks
6 Month Membership	- minimum 1 week, maximum 4 weeks
12 Month Membership	- minimum 1 week, maximum 8 weeks
Direct Debit Membership	- minimum of 1 week, accrued at 2 weeks for every 3 months membership up to a maximum of 8 weeks per 12-month period.
- 8.4. The membership will recommence after the suspension period has been completed and debit fees will be adjusted as applicable, however it can take up to two debit periods before any reduced payment may be noticed.
- 8.5. Any suspension time used during a fixed term membership will be added onto the membership expiry date. All terms and conditions will continue to apply up until the amended expiry date.
- 8.6. Suspensions cannot be applied during the cancellation notice period.
- 8.7. Suspension days will impact the 12-month anniversary of a member, extending the date by the number of days suspended.
- 8.8. The MALC may choose to provide extra suspension time if operating hours are severely impacted by unforeseen events.

9. 24/7 Gym Access & Improper use of Equipment

- 9.1. Only Members with Fitness as part of their membership will be provided access to the gym and 24-hour access door.
- 9.2. Members must swipe their entry fob every time they use the 24-hour entry door.
- 9.3. Members are not permitted to provide their entry fob or access to any other person (whether they are a member or not). The membership holder is the only person entitled to use the services and facilities of MALC under the membership.
- 9.4. The MALC reserves the right to terminate the membership of a Member if they allow entry into the Centre and/or breach the access conditions.

MALC Membership Terms & Conditions (continued)

- 9.5. A member will be liable for a \$100 fee for breach of access is proven.
- 9.6. Members must not intentionally activate any duress buttons or signals without having reasonable cause to do so, or deliberately use emergency apparatus inappropriately.
- 9.7. Any costs related to the inappropriate use of emergency response equipment will be charged to the member. The charges will be either invoiced or automatically charged to the member via the members existing payment details.
- 9.8. The inappropriate use of equipment/services may cause MALC to immediately terminate or suspend your Membership at their discretion.
- 9.9. **MY Active Teen Members (14-15 years)** can access the gym 24/7 under the following conditions:
 - 9.9.1. The member must attend with their parent/guardian (who must be a member)
 - 9.9.2. That the member's parent/guardian signs authority for the member to access the gym 24 /7
 - 9.9.3. That the MY Active Teen must complete a health assessment and technique session with a MALC gym instructor prior to accessing the gym 24/7
 - 9.9.4. That the member understands that MALC reserves the right in its discretion to revoke parent accompanied 24/7 access if it is deemed necessary.

10. Video Surveillance

- 10.1. You acknowledge that MALC uses 24 hours a day CCTV surveillance at the Centre premises and may have remote video or other guarding services.
- 10.2. Video surveillance is limited to the floor and entry areas only, and is not within the walls of the toilet/changerooms or assessment rooms.
- 10.3. This system is used for security and safety purposes only.

11. Changes to Terms & Conditions and Facility

- 11.1. You acknowledge and agree that the MALC may add, remove or change the Terms and Conditions of Membership (including membership fees), for which you will be notified in writing at least one month prior.
- 11.2. If aspects of the facility/classes on our timetable are unavailable or altered due to circumstances beyond our control, reasonable effort will be made to inform members of these changes.
- 11.3. The MALC does reserve the right to alter services and facilities as required in the operation of the Centre – (including but not limited to, opening hours, pool availability, group fitness timetable, etc.)

12. Breach of Terms and Conditions

- 12.1. A breach of any of these terms and conditions will result in a warning and any further breach may result in your membership being suspended or terminated. The MALC reserves the right to terminate your membership without warning if you behave in a way that is considered high risk or inappropriate. For example:
 - Threatening or harassing others. or behaving in an inappropriate manner.
 - Damaging equipment or MALC property.
 - Allowing others to use your membership to gain access or providing access to others.
 - Not scanning your membership key tag / key fob at reception and or 24-hour access door every time you use the Centre.
 - Using illegal or performance-enhancing drugs.
 - Instructing other customers when we haven't authorised you to do so.

MALC Membership Terms & Conditions (continued)

13. Release and Indemnity / Limitation of Liability

- 13.1. You acknowledge and recognise the inherent risks of injury or ill health resulting from the use of the Facilities and Services and participation in exercise generally. It is recommended that you seek medical advice prior to commencing any exercise program.
- 13.2. You agree to use the facilities provided by the Shire of Murray at the Murray Aquatic & Leisure Centre at your own risk and responsibility whether supervised or not by staff, and acknowledge that the use of the Centre may involve risk of injury, whether caused by you or another party.
- 13.3. By accepting this Agreement, you agree that the Shire and Centre will not be liable for any loss, injury, damage or theft of property, belonging to or brought onto Centre premises by you (including but not limited to, a vehicle or its contents or any property left in a locker), or for any death, personal injury or illness on Centre premises, or from using our facilities or equipment.
- 13.4. This release does not apply if your death or injury results from negligence on our part.

14. Personal Responsibility Declaration

- 14.1. The MALC is committed to taking all reasonable steps to ensure that the Murray Aquatic & Leisure Centre provides you with equipment and facilities that offer you a safe environment in which to exercise. We ask that you make your own decisions about the type and extent of exercise program you wish to follow.
- 14.2. Upon becoming a member and during your time as a member we ask you to warrant that:
 - 14.2.1. You will take the time to familiarise yourself with the instructions displayed in the Centre and on fitness equipment regarding the safe use of equipment and the Centre. If you require any help in the use of the fitness equipment you will ensure that you book an appraisal with a qualified trainer who will help you learn to use the fitness equipment safely and effectively.
 - 14.2.2. You have considered your own personal fitness requirements and will exercise within your own abilities, taking account of any disabilities which you may have.
 - 14.2.3. You accept the Murray Aquatic & Leisure Centre is not staffed during all Fitness Centre opening hours and that it is your personal responsibility to stop exercising if you feel ill or require assistance.
 - 14.2.4. You accept that although the Aquatic Centre has lifeguards on duty, they are not able to ensure the safety of all patrons at all times, and therefore individuals are responsible to take steps to ensure their own and family members safety.
 - 14.2.5. If you believe there is a medical or other reason why you should not exercise, you will seek medical guidance before exercising.

Photo/Filming Permission

By ticking the box and signing below, you are giving staff of the Murray Aquatic & Leisure Centre or authorised third parties permission to be photographed/filmed while participating in programs at the Centre.

You acknowledge that you are aware that these photos/images/footage may be used for promotional material (i.e. flyers, display boards, advertising, social media & website) in the Centre and throughout the community.

Member Name

Member Signature

Staff Name

Staff Signature