

# Membership Agreement Terms and Conditions

## DISCLAIMER

I (the "Member") acknowledge and agree that during all such times as I am on the premises of the YMCA Morley Sport and Recreation Centre (MSRC) that both my property and my person shall be at my own risk in every respect and hereby disclaim and release YMCA of Perth Inc. and every occupier thereof, all employees, volunteers and invitees to the full extent permitted by the law whether in contract or in tort, and whether arising out of negligence by any person or otherwise and form all my liability of any kind which may arise in respect to any accidents or damage to property or injury to any person on the Centre premises. I warrant that I am in a good state of health and that there is no medical reason whatsoever that should restrict whatever training I choose to undertake. I will discuss any pre-existing medical conditions with an instructor prior to commencing any activity. MSRC has the right to amend these Terms and Conditions as they see fit.

## ENTITLEMENT

On payment of the required membership fees, I acknowledge that I will be bound by the terms and conditions of the membership set out and referred to in this document. As a Member I understand that I am entitled to use the facilities only during the times set out in my membership agreement and only for the term of this membership. Members are entitled to and are recommended to complete a Fundamentals session. Presentation of a "medical clearance" from a medical practitioner stating that they are safe to exercise may be necessary if requested by a Fitness/Personal Trainer before proceeding with an exercise program.

## COOLING-OFF PERIOD AND REFUND

The Fair Trading (Fitness Industry Code of Practice) Regulations 2007 requires that a 48 hour cooling-off period is provided for all new fitness centre memberships. However, YMCA MSRC allows its Members a 7 day cooling-off period upon signing this membership agreement.

I understand that I have a 7 day cooling-off period and that the agreement can be terminated without reason within this 7 day period by written notice to the Centre. I also understand that my initial investment, less an administration fee of \$10 plus any costs incurred by the Centre, will be refunded within 14 days of the termination date. After the 7 day cooling-off period, I acknowledge that I will not be eligible for any refund.

## MINIMUM AGE

There may be an age restriction imposed on membership to the Centre. This restriction will be at the sole discretion of the Centre's management.

## SUSPENSION

DIRECT DEBIT: Membership can be suspended at no charge for a minimum of 2 weeks and a maximum of 4 weeks per calendar year. An administration fee of 33c per day is applicable thereafter. Direct Debit members will automatically be charged via fortnightly debit for any suspension time longer than 4 weeks. Any outstanding monies due to early re-activation will automatically be added to the next fortnightly payment.

TERM: Members are entitled to suspend their memberships with no charge for the following periods: 3mth membership - not available, 12mth membership = minimum 2 weeks, maximum 4 weeks. Further suspension time will incur a 33c per day fee. The suspension period will be added to the end of your membership. All requests for suspension must be made in advance and completed on a Member Request Form at the Centre or electronically via the Centre's website. Phone requests will not be accepted. A minimum of one week's notice is required. Exact dates are required when suspending and cannot be back dated. The membership will restart automatically after the suspension period has finished.

## TRANSFERS

Memberships are non-transferable.

## PERSONAL INFORMATION

It is the Member's responsibility to provide notification of any change to personal information such as address, contact number or change of name. This can be completed on the Centre's website for your convenience. I understand it is my responsibility to ensure that I have received professional instruction prior to operating equipment or partaking in any activities within the Centre. I agree to abide by all Health Club rules and understand that my membership may be cancelled should I fail to do so.

## PAYMENT

DIRECT DEBIT: All membership payments are made in advance for the coming payment period from an approved credit card or bank account. The amount is charged or debited from the Member's nominated credit card or bank account at the frequency of payments as agreed by the Centre on the Membership Application Form, signed and accepted by the Member. The amount may take up to 4 weeks to appear on the Member's credit card or bank account statement. It is the Member's responsibility to notify the Centre of any changes to the debit or nominated credit card or bank account.

**This is an ongoing membership agreement. This agreement will continue until either the Member or the Centre terminates it in the way described in the agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from the Member's credit card or bank account until the Member cancels the arrangement. If the Member terminates the agreement or stops the automatic debit arrangement in a manner not described in the agreement, then the Member may be liable to the Centre for damages for breach of contract.**

## PAYMENT OF REJECTED DEBITS OR CREDITS

The Member is responsible for ensuring that the nominated credit card or bank account is valid, able to accept direct debits and has sufficient funds for the transaction on the agreed days. On the occasion the bank rejects a debit, an alternative payment must be made within 7 days from the notification at the Centre. All rejected payments remain due and payable. Any costs incurred by the Centre in the processing of the Member's membership will be passed onto the

Member. Access may be denied on the occasion that failed payments remain outstanding. Credit payments will be made to the nominated credit card or bank account.

## PRICING AND FUTURE CHANGES

Management reserves the right to review and apply new pricing at its sole discretion. The Member will receive written notification to the last known address at least one month in advance of any payment increases or changes in the terms and conditions of the membership.

## MEMBERSHIP TYPE

DIRECT DEBIT 12 Month Minimum: Direct Debit Membership payments are made on an ongoing fortnightly basis. This membership has a minimum period of 12 months (a total of 26 fortnightly payments). Initial: \_\_\_\_\_

## ACCESS

All Members receive a membership card upon joining. This card must be presented to reception and scanned upon entering the Centre prior to joining a fitness class or at the Health Club in order for your visit to be recorded. This assists the Centre in maintaining security of our Members and helps us service you more effectively. Membership cards cannot be used by any person other than the person entitled. There will be a \$10 replacement fee for lost or stolen cards.

For safety reasons, maximum Centre and class attendance numbers apply, refusal of entry will occur when limits are reached. 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.

## CHANGES TO SERVICES

The Centre's management retains the right and authority to alter and/or cancel any class or fitness program due to, but not limited to, inclement weather conditions or low participation. Additional services and programs may be offered from time to time on a "fee for service" basis. This includes fitness courses and specialised fitness programs/classes.

## OPENING HOURS

Members can use the Centre at any time during opening hours. The hours of operation are subject to change by management depending upon the needs of the Centre, with particular attention to public holidays.

## LOCKER FACILITIES

Locker facilities are available free for Members' convenience. The Centre takes no responsibility for the use of lockers. All Members do so at their own risk.

## EXERCISE ATTIRE

Whilst exercising in the Centre all Members must wear exercise clothing (top and bottoms) with training shoes (closed in) at all times. Work clothes, work boots and casual clothes are not permitted as they may damage upholstery and/or flooring and equipment.

## TRAINING ETIQUETTE

Members must use a towel whilst exercising in the Centre. NO TOWEL = NO ENTRY (towel purchase is available). The dropping of weights, improper use or misuse of any cardiovascular or resistance equipment and accessories will not be tolerated for any reason. All members must return weights and/or weight equipment to weight racks or designated storage areas immediately after use. The practice of not sharing equipment with other gym users is not considered fair and reasonable behaviour. Please note that there may be time limitations on certain equipment during peak times. A first come rule applies to all group fitness classes where the numbers exceed maximum levels.

## LOST PROPERTY

Lost property will be held at the Centre for a period of four weeks and if not claimed will be sent to charity after this time. Please note that the Centre takes no responsibility for any lost or stolen items whilst using our facilities.

## FOOD AND BEVERAGES

No food or drink (except water and sports drinks in a sealable drink bottle), are to be taken onto the gym floor.

## SMOKING AND ALCOHOL

Smoking is not permitted at any time in any area of the Centre or within five metres of entrances. Consumption of alcohol is strictly prohibited.

## COMMUNICATIONS AND PRIVACY

I recognise that as a Member of YMCA MSRC, that I may receive communications and marketing materials via telephone, mail or electronic means. The Centre will not divulge my personal details to any third party without my prior permission.

## CANCELLATIONS AND REFUNDS

DIRECT DEBIT: Notification of cancellation must be done in person by completing the appropriate Member Request Form. For 12 Month Minimum memberships, 50% of the remaining balance is payable from the cancellation date if cancelled prior to the 12 months. 14 days notice on an active direct debit membership is required therefore the following fortnight's fees will be deducted. Cancellations will only be received in person at the Centre. Cancellations will not be accepted over the phone, via email or fax. No refunds are available on memberships. Pro rata refunds may be issued in extenuating circumstances at the sole discretion of the Centre Manager.

## PRIVATE BUSINESS

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

**The Fair Trading (Fitness Industry Code of Practice) Regulations 2007 requires a 48 hour cooling-off period in which the membership agreement can be terminated. This request must be made in writing. A \$10 administration fee plus any costs incurred by the Centre is applicable. All terms and conditions are binding after this period.**