

Form 406 – Gym Membership Application



CARPENTARIA SHIRE

Outback by the Sea®

Postal Address

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Department of Corporate Services

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Note: Use this form to apply for gym membership for both Normanton and Karumba gym.

- New Application
- Renewal with no change of details (section C only)
- Change of Details

Section A – Applicant Details

Name:

Surname:

Residential Address:

Suburb:

Postcode:

Postal Address: As Above

Town/Suburb:

Postcode:

State:

Home Phone:

Mobile Phone:

Date of Birth:

Section B – Emergency Contact

Name:

Surname:

Address:

Contact Phone Number:

Relationship

Section C – Authorisation

I hereby declare I have read and agree to the terms and conditions of membership attached to this Application Form. The information I have provided is true and correct to the best of my knowledge.

Full Name:

Signature:

Date:

Section D - Office Use Only

Membership Number:

Receipt Number:

Processing Officer:

Date:

- SALTO tag issued?
- Expiry date set 30/06/_____(midnight)
- Key deposit paid
- Membership fee paid
- Concession card
(Sighted)

Collection Notice: The personal information collected on this form is for purpose of carrying out the Local Government functions and will not be disclosed to any other party unless authorised or required by law.

Membership expiration date is midnight 30 June 2020

Section E – Terms and Conditions (Applicant to Retain)

1. DEFINITIONS

Agreement means this document, the gym rules and information contained on the Application Form.

Application Form means the approved form prescribed by Council required to be completed when taking out a Membership.

Authorised Council Officer means the Chief Executive Officer or authorised delegate of Council.

CCTV means closed circuit television.

Council the *Carpentaria Shire Council* ABN 59 242 797 822.

Details means the information contain on the Application Form.

Equipment includes weights, benches, exercise machines, mats.

Fees means fees that apply under this Agreement as set out in the Details and referred to in clause 10.

Gym includes premises in either Normanton or Karumba and all exercise areas within, change rooms, Equipment and any programs, products, classes and services that you may use (excluding services referred to in clause 11).

Gym Rules means the rules that are referred to in clause 5.5.

Member means a person whose has entered into this agreement with Council for the use of the Gym.

Membership another word used to refer to this Agreement. **Membership Fees** means the Fees you pay to access the Gym as referred under clause 10 and set out in the Details.

SALTO Key means the access key that allows you to access the Gym.

Start Date means the date when this Agreement starts as set out in the Application Form.

2. INTERPRETATION

2.1 In this agreement where the context permits terms shall be interpreted and read in accordance with this clause:

- (a) A reference to the singular includes the plural and vice versa.
- (b) A reference to any gender include a reference to the other gender.
- (c) Headings are included for convenience and do not form the operative part of the agreement.
- (d) The terms of this agreement are wholly contained within this document and the details provided on the application form.

3. JOINING AND ACCESS

3.1 When you join the Gym, you will need to give us information noted in the Application Form and provide us with photographic identification.

3.2 On joining we will give you a SALTO Key or access card that will let you access and use the Gym.

4. MINIMUM AGE

4.1 For safety and security reasons you must be at least 18 years old to become a Member.

5. HEALTH AND SAFETY AND ACCEPTABLE CONDUCT

5.1 Your physical condition

- (a) When you sign this Agreement and every time you use the **Gym**, you must ensure you are in good physical condition and take all reasonable steps to ensure that you have no medical condition or other reason why you should not exercise. If you are unsure, you should not use the **Gym** until you have sought medical advice that confirms your physical health will not ability to use the Gym safely.
- (b) Notwithstanding anything in this agreement including Clause 5.1 (a) Council will not be liable for any latent medical conditions affecting Members that may result in injury through the use of the Gym.
- (c) You may be required to provide relevant personal, health and fitness information both before and during the course of any exercise program or other activity. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.
- (d) You promise that information you give us will be true and accurate and not misleading in any way.
- (e) You must not use the **Gym** if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other Members and others.

5.2 Your SALTO Key

- (a) You will need your SALTO Key to access the Gym and must swipe this each time you use the Gym.
- (b) If you lose your SALTO Key you must immediately report to the Council. You should not ask or expect another person to let you into the Gym at any time.
- (c) You must not let anyone else into a Gym without the approval of Council or let anyone else use your SALTO Key. If you break this term, your Membership will be cancelled and you may be banned from joining again.
- (d) If your SALTO Key is lost or stolen you must let us know immediately and arrange for a replacement SALTO Key. A Replacement SALTO Key Fee will apply.

5.3 Orientation

You may be required to participate in a Member orientation to familiarise you with the Equipment before you use it.

5.4 Proper use of equipment

You promise to take care to use the Gym safely and properly. If you are unsure how to operate any Equipment properly, you must ask an authorised Council officer before you use it.

5.5 Gym Rules

- (a) Gym Rules apply to everyone using the Gym. These rules are displayed in the Gym and must not be removed.
- (b) Gym Rules form part of this Agreement so you must make sure you read, understand and follow them at all times.
- (c) If you break any of the Gym Rules we will respond in a way we consider fair and appropriate. Repeated or serious breaches of the Gym Rules may result in suspension or cancellation of your Membership.

5.6 Illegal performance enhancing or other illicit substances

You acknowledge that the distribution or use of illegal or performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the Gym.

5.7 Commercial activity

You acknowledge that engaging in any commercial or business activities in the Gym, such as offering training services or selling goods in the Gym is prohibited unless Council grants you written permission to do so.

5.8 Inappropriate conduct

If you engage in inappropriate behavior, including threaten, abuse, swear or harass others, damage equipment, distribute or use illicit substances, or train other Members without our authorisation your Membership may be immediately suspended or cancelled and you may be banned from joining the Gym. You agree to pay for all costs, loss or damages to Council or any other user which is attributable to your conduct.

6. SECURITY

6.1 24 Hour CCTV

Gym premises have CCTV security cameras recording 24 hours a day and may have remote video. This system is used for security purposes but does not guarantee against harm.

6.2 Emergencies

- (a) If you are using the gym on your own you must ensure you inform others of your whereabouts in case of emergency.
- (b) An emergency or crisis response procedure may be displayed within the Gym which must be followed in emergencies.

6.3 Following Directions

You agree to follow any reasonable direction of Authorised Council Officer including matters relating to health, safety or security.

7. PRIVACY

7.1 General consent

By signing this Agreement, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our Information Privacy Policy.

7.2 Up to date contact information

You must tell us promptly if you change your contact or if there is a change to other relevant personal information, including anything that may affect health or safety.

7.3 Consent to use your image

You understand that photos, films, videos or audio recordings are sometimes taken of Members for promotional purposes. Your permission will first be obtained if this is done. By signing this Agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us or by Council and you assign your rights in any of these materials to Council.

7.4 Other

Members and guests are not allowed to take photos and/or videos in the Gym unless specific permission is granted by the Council.

8. WHEN YOU CAN END THIS AGREEMENT

8.1 Notice

If you need to notify or tell us anything in writing under this clause:

- (a) you can give this to us in person, by email or post;
- (b) it would be useful (but not required) if you complete any standard documentation we may have such as a cancellation form and provide your membership number (if you know it);
- (c) if you do not use our standard documentation, your notice must include your name, address, phone, email, ID details and signature and explain why you wish to cancel; and
- (d) you may also be required to attach proof such as a medical certificate.

8.2 Cancelling your Membership

You can cancel your Membership any time however there will be no refund provided.

8.3 Cancelling for Medical Reasons

You can cancel your Membership at any time by telling us in writing that you cannot use the Gym because you contract a serious illness or a permanent physical incapacity during the term of your Membership. This must be confirmed in writing by a doctor or other medical professional, you agree that we may contact the doctor or other professional for verification purpose.

9. WHEN WE CAN END THIS AGREEMENT

9.1 In addition to our other rights under this Agreement, we may cancel your Membership if you breach any obligation under this Agreement that is incapable of being remedied or if you breach an obligation that can be remedied but you fail to do so within a reasonable time.

9.2 If we cancel your Membership under clause 9.1, you will be liable for Fees incurred, i.e. your Membership Fees for the time you were a Member.

10. FEES

10.1 General

(a) The Fees you have to pay are set out in Council's schedule of Fees and Charges as amended from time to time. Some rights and obligations that apply in relation to particular Fees are set out in this clause.

(b) You must pre-pay your Membership Fees (i.e. pay them up front) when you sign this Agreement.

10.2 Deemed Membership

(a) If you allow unauthorised access to any other person (the third party), in addition to any other rights or remedies available to Council under this Agreement, the third party agrees to pay for a full membership and agrees to the terms and conditions of this Agreement.

(b) You undertake to advise the third party of his or her rights and obligations under these terms and conditions.

(c) Nothing in this clause 10 limits the operation of Clause 5.2(c).

11. OTHER SERVICES

11.1 There may be other services, including personal training services, offered at the Gym by us, contractors, licensees or other third parties which are offered separately and/or in addition to services provided under this Agreement. You will need to pay applicable fees directly to the providers of the services and agree to separate terms and conditions.

11.2 We are not responsible for these third party provided services including fees or any associated costs claims or refunds, unless they are provided by us.

12. CHANGES TO YOUR AGREEMENT

12.1 We may sometimes make changes to this Agreement, including our Gym Rules. If we do this, we will try to do this fairly and by giving you a chance to cancel your Membership if you are adversely affected by the change and do not agree to it.

12.2 We will make reasonable efforts to tell you of any change in advance and tell you when it will take effect. Subject to other term, the effective date will generally be at least thirty (30) days from the date we tell you about the change unless it is not practical for us to tell you at this time. Your Membership will be amended from the effective date.

13. OUR LIABILITY TO YOU

13.1 Statutory guarantees

(a) Under the Australian Consumer Law there are certain warranties that cannot be excluded by law. We guarantee that the services we supply:

(i) are provided with due care and skill;

(ii) are reasonably fit for any purpose you have told us you are using the services for or told us you wish to achieve; and

(iii) are supplied in a reasonable time.

(b) Under certain legislative provisions, however, we can ask you to accept some limitations to the Australian Consumer Law guarantees.

(c) If you sign this Agreement, you agree, to the extent allowed by section 139A of the *Competition and Consumer Act 2010*, to exclude or modify our liability to you for death or injury from our failure to comply with Australian Consumer Law guarantees.

(d) This exclusion does not apply if your death or injury is caused by our "reckless conduct" (as defined in the *Competition and Consumer Act*).

13.2 Other implied terms

Nothing in this Agreement excludes, restricts or modifies any terms, conditions, warranties, guarantees, rights or remedies which cannot lawfully be excluded, restricted or modified. Otherwise, unless expressly included in this Agreement, all implied terms, conditions, warranties, guarantees, rights or remedies that can be lawfully excluded are excluded. This does not exclude our liability for reckless conduct.

13.3 Loss of property

You promise not to unnecessarily bring valuables into the Gym and agree that it is not the obligation of the Council to look after unattended property.

14. YOUR RESPONSIBILITY FOR DAMAGE

You agree to pay for any loss or damage to the Gym caused by you through willful, wrongful or negligent act or as a result of your breach of this Agreement.

15. GYM CLOSURES

15.1 We may need to close our Gym from time to time for maintenance, refurbishment, cleaning, emergencies, or if required by a court order or by law.

15.2 We may close our Gym up to fourteen (14) days in any 30 day period and keep charging Membership Fees.

16. COMPLAINTS AND FEEDBACK

16.1 If you have any concerns about the Gym or anything else in relation to your Membership you should contact an Authorised Council Officer.

16.2 If your concerns cannot be resolved with the Authorised Council Officer you may lodge a complaint in accordance with Council's Complaints Policy.

17. ACKNOWLEDGMENT OF RISK

17.1 Council warns that whilst you are on our premises using our Gym, you are at risk of suffering physical harm or personal injury including but not limited to broken bones, soft tissue injuries, joint injuries, permanent disability or death. Risks include but are not limited to:

- (a) slipping on wet flooring;
- (b) being struck by weights;
- (c) colliding with equipment, or other Members;
- (d) engaging in strenuous exercise and activities; or
- (e) incorrect use of Equipment;
- (f) falling from Equipment;
- (g) injuries attributable to pre-existing health or medical conditions.

17.2 You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.

17.3 You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.

17.4 You acknowledge that whilst every attempt is made to ensure that the Gym provided by Council are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.

18. GENERAL LEGAL MATTERS

18.1 Unexpected events

We are not responsible if Members cannot use the Gym because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this Agreement immediately by written notice. No Fee will apply.

18.2 Severability

If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement.

18.3 Waiver

If we do not enforce our rights under this Agreement at any time, it does not mean that we may not do so in future.

18.4 Entire Agreement

You agree that we have not made any representations or promises that you have relied that are not in this Agreement.

18.5 Applicable law

The law of the State of Queensland applies to this Agreement.