



# Home Island Gym

## Membership Agreement

### Applicant Information

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

### Emergency Contact Details:

Full Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### Membership Details

Commencement Date: \_\_\_/\_\_\_/\_\_\_ Expiry Date: \_\_\_\_\_

Membership Fee Due: ***Please refer to Scheduled Fees & Charges***

I give permission for the Shire of Cocos (Keeling) Islands to invoice the membership fee directly to me at the address specified above.

### Agreement

- I have read through this **Agreement** in full and understand my obligations under it.
- By signing below, I agree to be bound by the provisions of this **Agreement**.
- Minors: You acknowledge you have read and understand this **Agreement** and will act in accordance with them. Your parent or guardian must also co-sign this **Agreement**.*

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

By co-signing below, the parent or guardian of a minor agrees to this Agreement and agrees to accept personal responsibility to ensure the minor complies with it and to rectify any breaches by the minor.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Office Use Only**

Receipt No. \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_ Expiry Date: \_\_\_/\_\_\_/\_\_\_

# Membership Terms and Conditions

## 1. Definitions

- a) **Agreement** means this membership agreement made between you and the Shire of Cocos Keeling Islands incorporating the documents referred to in clause 2(b).
- b) **Centre** means the Home Island Gym as specified in your Membership Agreement.
- c) **Centre Rules** mean the Centre rules as amended from time to time.
- d) **Fee** means the fee specified in the Membership Agreement.
- e) **Member** means the individual who has entered into this Agreement with the Shire of Cocos Keeling Islands.
- f) **Membership Agreement** means the form provided to you by the Shire of Cocos Keeling Islands requiring you to provide the relevant details to the Shire (e.g. name, address, payment card details) relating to your membership.
- g) **Membership Fees** means the fees that are due and payable by you pursuant to this Agreement.
- h) **Minor** means members under the age of 18.
- i) **Written Notice** means notice in writing, given in person, by email or post to the parties' last known address.

## 2. Terms and Conditions

- a) Your membership is governed by this Agreement.
- b) This Agreement incorporates these terms, the Membership Agreement and the Centre Rules.
- c) Accepting this Agreement does not automatically entitle you to a membership as your application may be subject to further review by the Shire.
- d) The Shire reserves the right, in its sole discretion, to amend this Agreement.

## 3. Membership

- a) Your membership permits you to use Shire's premises, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by the Shire.
- b) You must provide the Shire with any changes to your details, which are relevant to your membership in writing.

## 4. Centre Opening Hours

The Shire of Cocos Keeling Islands reserves the right to change the Centre's opening hours at any time without notice.

## 5. Payments

- a) You agree to pay all Membership Fees as set out in the Membership Agreement.
- b) The Shire will endeavour to contact you by phone or email to inform you of any overdue payments. In the event that the Shire cannot contact you, it will provide you with Written Notice of overdue payments.

- c) If there are repeated failures to meet your payment obligations (other than through the fault of the Shire), without prejudicing the Shire's rights to recover any overdue payments, your membership may be suspended or terminated by Written Notice to you.
- d) The Shire reserves the right, at any time, to change the Membership Fees charged to Members for use of the Centre facilities. The Shire agrees to use reasonable endeavours to provide you with Written Notice of the changes.

## **6. Minimum Age**

- a) All Members of the Centre must be a minimum of 18 years of age.
- b) Minors aged 16 and 17 years must have a parent or legal guardian agree to the terms of this Agreement. All Minors must attend the Shire of Cocos Keeling Island's office to obtain a membership.

## **7. Access by Non-Members**

- a) The Shire only grants Members access to the Centre. No Member is permitted to bring a non-Member into the Centre.
- b) If a Member breaches clause 7(a) of this Agreement, the Member acknowledges that:
  - i. they accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-Member whether or not caused through the negligence of the Shire;
  - ii. The Shire reserves the right to terminate the membership of the Member who brings a non-Member into the Centre.

## **8. Orientation**

- a) It is a condition of this Agreement that you participate in a scheduled Member orientation program.
- b) The orientation focuses on various aspects of the Centre including, but not limited to, Centre layout, amenities, equipments, gym etiquettes and entry and exit areas.
- c) The Shire may suspend or terminate this Agreement in the event of unsatisfactory completion of the Centre orientation prior to the commencement of exercise.

## **9. Physical Condition**

- a) It is your responsibility not to use any equipment which may adversely affect any medical condition.
- b) You hereby represent to your Centre and its officers, employees and contractors that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the Centre or its facilities.
- c) If you have any health or medical concerns now or after you join as a Member of the Centre, you must discuss them with your doctor before using the equipment or the Centre.
- d) You acknowledge that the Shire did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.

## **10. Video and Audio Surveillance**

- a) For security purposes, the Shire uses video and audio surveillance equipment to monitor the Centre on a 24 hour basis.
- b) By accepting this Agreement you acknowledge that by accessing the centre you will be subject to video and audio surveillance and recording.
- c) Video and audio surveillance is limited to the floor area only.

## **11. Equipment**

- a) You understand and acknowledge that the Shire purchases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Centre.
- b) You understand and acknowledge that the Shire is providing recreational services and may not be held liable for defective products or equipment.

## **12. Liability for Property**

- a) The Shire is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Centre including, but not limited to, a vehicle or its contents or any property left in a locker.
- b) If you cause damage to the Centre or any equipment you are liable to the Shire for its cost of repair or replacement.

## **13. Release and Indemnity**

- a) You use the facilities provided by the Shire at the Centre at your own risk and acknowledge that the use of the Centre may involve risk of injury, whether caused by you or another party. By accepting this Agreement you agree that the Shire will not be liable for any loss, injury, damage or theft of property, belonging to or brought onto the Centre's premises by you, or for any death, personal injury or illness on the Centre's premises, or from using our facilities or equipment.
- b) The Shire is entitled to ask you to agree to exclude, restrict or modify its liability for death or any personal injury suffered by you on Centre premises, or from the use of our facilities or equipment.
- c) If you accept this Agreement, you agree to restrict the liability of the Shire if you are killed or injured, with the result that compensation may not be payable if you or a third party suffers death or personal injury.
- d) The Shire may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by accepting this Agreement. Even if you accept this Agreement, you may still have further legal rights against the Shire.
- e) A parent or legal guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.
- f) This release does not apply if your death or injury results from gross negligence on the Shire of Cocos (Keeling) Islands' part.

#### **14. Your Right to Terminate Your Membership**

- a) You may terminate your membership at any time on the following basis:
  - i. You provide a request for termination of your membership in writing to the Shire.
  - ii. If your request for termination is for reason of permanent sickness or physical incapacity and this prevents you from using the Centre:
    - (a) your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and
    - (b) there will be a refund of any unused Membership Fees.
- b) In the event of death, your estate must provide written evidence in the form of a death certificate and all unused Membership Fees will be refunded.
- c) Upon termination of your membership by your election, you may continue to use the Centre for any period that you have paid in advance. You will cease to have access to the Centre once any period you have paid in advance expires.

#### **15. The Shire's Right to Restrict or Terminate Your Membership**

- a) The Shire may restrict your membership at any time on the following basis:
  - i. concern for the health and/or safety of the Member; or
  - ii. non-compliance, improper or harmful conduct engaged in by the Member.
- b) The Shire may terminate your membership at any time on the following basis:
  - i. you fail to make any payments of your Membership Fees;
  - ii. the Shire reasonably suspects that you are engaging in illegal activity in the Centre;
  - iii. you fail to follow any of the Centre Rules, or violate any part of this Agreement; or
  - iv. Your conduct is improper or harmful to the best interest of Shire's Centre Members.
- c) In the event that the Shire terminates your membership in accordance with clause 18(b), termination will be effective on the date that the Shire sends Written Notice. You are liable for all financial obligations until that date. The Shire will not refund any portion of your fees.
- d) Upon termination of your membership by the Shire, you will cease to have access to the Centre.
- e) Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

#### **16. Termination and Unauthorised Cessation of Direct Debit**

If you terminate the Agreement in a manner not described in the Agreement, then you may be liable to the Shire for any unpaid fees.

#### **17. Assignment**

The Shire may assign or novate its rights under this Agreement at any time without prior consent.

## **18. Risk Warning**

- a) The Shire warns that whilst you are on our premises using our Centre, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:
  - i. slipping on wet flooring;
  - ii. being struck by weights;
  - iii. colliding with equipment, or other Members;
  - iv. engaging in strenuous exercise and activities; or
  - v. incorrect use of equipment or Centre.
- b) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.
- c) 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.
- d) You acknowledge that whilst every attempt is made to ensure that the facilities provided by the Shire 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.

## **19. Member Acknowledgement**

I acknowledge that this is an ongoing membership agreement. The Agreement will continue until either you or the Shire terminates in the way described in clauses 15 or 16 of these Membership Terms and Conditions. If you terminate the agreement in a manner not described in the Terms and Conditions, then you may be liable to the Shire for damages for breach of contract.