





## TERMS & CONDITIONS

All patrons shall comply with the Bridgetown Leisure Centre conditions of membership and use as outlined in this document.

### Membership and Use of the Bridgetown Leisure Centre

#### The Bridgetown Leisure Centre has the right to:

- Refuse entry to the Bridgetown Leisure Centre
- Remove and subsequently suspend any member who has acted; in any way contrary to these Conditions of Membership, facility rules as displayed on site or instruction from staff, and whose actions may have adverse effects on the safety and/or well-being of other facility users or staff.
- Cancel a patron's pass/membership without refund or compensation or ban a patron for a specific period of time from entering the facility.

#### CCTV

- Patrons are advised that the Bridgetown Leisure Centre is fitted with CCTV and patrons may be filmed in any area of the complex where installed, including some external areas upon entry to and/or exit from the Centre. The following conditions apply.
- CCTV surveillance is in place for the safety and security of patrons, staff and complex assets.
- All recordings and still photographs shall be kept in secure storage under control of the Shire of Bridgetown-Greenbushes.
- Footage collected will not be viewed by or provided to any external organisation except where required by law, and remains the property of Shire of Bridgetown-Greenbushes
- CCTV surveillance footage will be held for 45 days unless a request is made in writing for it to be held longer.

#### Recommendation

- As per the fitness Australia Standards it is recommended that all males over the age of 35 and females over the age of 45 have a medical assessment including an exercise ECG and cholesterol test before commencing exercise.
- Work at a low level on your first visit and concentrate on learning to do the exercise correctly.
- It is important that you are aware of your physical limitations when exercising; therefore, you should never push yourself beyond your physical capabilities. Centre staff are not medically trained and are not qualified to assess if you are in good physical condition. It is strongly recommended you seek expert advice prior to commencing exercise.
- Should you suffer any illness or condition in the future, please tell us so that we may update your details/ program and take the opportunity to advise you appropriately.

#### Cooling Off Period

- This agreement is subject to a 7-day cooling-off period. Clients terminating a membership agreement must do so in writing and within the 7-day cooling-off period. The BLC will refund any fees paid within 14 days of written notice of termination less the costs of any services provided i.e. gym/program appraisal within that period. All terms of conditions of membership are binding after 7 days.
- Cooling of periods do not apply to weekly memberships.
- Should there be any dispute regarding the interpretation or construction of these rules and regulations, the decision of Management shall be final. Members of the Bridgetown Leisure Centre may make no claim for compensation, damages, or refunds, against the Shire of Bridgetown-Greenbushes.

#### Direct Debit Memberships - Ezidebit

- Direct Debit memberships abide by separate terms and conditions as detailed in your contract.

- Direct Debit memberships are only available on 6- or 12-month memberships.
- The Centre requires 7 days written notification of any changes to the membership (including cancellations and suspensions) to action those changes.
- Direct Debit Memberships have minimum of 6 or 12 monthly payments before you can cancel your direct debit.
- A cancellation fee of \$100 applies if you cancel before the minimum membership agreement.
- I acknowledge that I have received and read the terms and conditions for automatic deduction memberships, the terms of which I agree to observe and be bound by should my application be accepted.
- Please note direct debit memberships may be subject to an annual price increase.

#### Passes/Casual Usages

- Pass holders may use their passes for either Group Fitness or Gym Sessions based on the level of pass that has been purchased.
- Passes are non-refundable.
- Class pass holders do not receive a free gym appraisal; however these are available for a fee.

#### On Hold Periods

- A membership may be temporarily put on hold for medical reason if a current medical certificate is provided.
- All on hold applications must be submitted to the Centre Coordinator as soon as possible for centre staff to assess the application.
- Centre staff cannot backdate on hold applications. You must submit a separate on-hold application to the Centre Coordinator for any extensions on current holds or normal pay schedule will recommence once the on-hold period has expired.
- One month upfront, casual passes and promotional offers are not entitled to an On Hold period, as per the terms and conditions when joining.

#### Operation

- Normal operating hours are those hours in which there is staff on duty within the Centre.

#### Winter Opening Hours

Monday: 8.30am – 6.00pm  
Tuesday: 8.30am – 8.30pm  
Wednesday: 8.30am – 8.30pm  
Thursday: 8.30am – 8.30pm  
Friday: 8.30am – 6pm  
Saturday, Sunday & Public Holidays: CLOSED

#### Summer Opening Hours

Monday: 6:00am – 6.00pm  
Tuesday: 7:00am – 8.30pm  
Wednesday: 6:00am – 8.30pm  
Thursday: 7:00am – 8.30pm  
Friday: 7:00am – 6pm  
Saturday and Sunday: 8.00am – 6.00pm

### Conditions of use

#### General Conditions

- I understand that only members may enter the gymnasium and pool, as a member I am not to invite non-members to enter the gym or pool unless they purchase a casual entry or membership.
- I understand I am entitled to full use of facilities as outlined under my membership type, whilst these areas are open to the public, but not while any of these areas are set aside for use by a special population, approved by the Coordinator Recreation & Leisure.



- For identity verification and security purposes members are required to have their photograph taken by Centre staff when signing up for their membership or Pass.
- My membership commences from the date of purchase and/or Contract signed, unless otherwise approved.
- There is no obligation to refund my membership if I simply change my mind or make a wrong selection. In the event of exceptional circumstances consideration may be given to a written request.
- Memberships are non-refundable unless on written advice by a medical practitioner.
- Members are required to notify the Centre of any change of address.
- Members must not utilise mobile phones or other recording devices for the purpose of taking photos in the toilets or change rooms.
- All members must complete the Pre-Exercise Screening before participating in any exercise activity within the Centre.
- The Centre reserves the right to review and/or alter the membership charges at any time, with a minimum of 14 days' notice being given before the proposed changes take effect.
- The Centre reserves the right to adjust the group fitness timetable based on demand and instructor availability.
- The Centre takes no responsibility for any personal belongings.
- Lost property will remain on the premises for a period of one month, at the end of this period all goods will be donated to charity.
- Compliments and complaints feedback forms are available at reception and in the gymnasium.
- Drugs and/or alcohol are not permitted at the Centre or its surrounding property. Members seen to be under the influence will be refused entry.
- Smoking or vaping is not permitted in any area of the Centre including the surrounds.
- Gym appraisals and programmes can be booked at the reception counter, 48 hours prior notice must be given for any cancellations.
  - o <48 Hours full refund
  - o 24 to 48 Hours 50% refund
  - o <24 hours no refund
- Members must return weights and other equipment to their appropriate places.

## Initials

## Gymnasium & Group Fitness

### Minimum Age Requirements

- Gym/ Programs - The minimum age of participants for the gym is 12 years when supervised by the Centres Fitness Instructors (Teen Fit Program, Group Fitness and Personal Training)
- Gym - Participants Under 16 years for the gym need to be supervised by a responsible adult who is a current member and 16 years and over can be unsupervised during BLC staffed hours.
- To be eligible for 24/7 access, you need to be 18 years and over to attend.
- Where the member is under 18 years this form must be signed by a parent/guardian. Members MUST present to reception on every visit to the Centre.
- Entry may be refused if a membership card cannot be presented or is not current.
- Swimming Pool - Children under the age of 10 years must be accompanied and supervised by a responsible person 16 years or older. All children under the age of 5 years must be accompanied by a responsible adult 18 years + who stays in the pool and within arm's reach of the child at all times.
- Where the member is under 18 years this form must be signed by a parent/guardian. Members MUST present to reception on every

visit to the Centre. Entry may be refused if a membership card cannot be presented or is not current.

### MEMBER ACCESS

- Any member who has monies owing on their membership will not be able to gain access to the BLC facilities.
- Members are required to complete and sign a membership form agreeing to the terms and conditions.

### SAFETY & SECURITY

- An Emergency Response Board is located on the wall of the gym. The emergency response board contains:
  - o Emergency evacuation information
  - o Emergency telephone
  - o Reporting forms
- *Emergency Telephone* - The emergency telephone can be used to contact emergency services by dialing 000. Any misuse of the emergency telephone will incur a penalty.
- *Personal Belongings* - For the safety of all users, bags and other personal belongings are not to be carried around or left on the floor of the gym. Please use the shelves in the storeroom adjacent to the toilets for personal belongings. Bridgetown Leisure Centre takes no responsibility for any personal belongings left within the Centre.
- *Duress Button/Pendants* - In case of an emergency please press and hold the duress button, located on the North Wall of the gym or pendant for three (3) seconds. A silent alarm will alert the Security Control Room. The Security Control Room will alert the Staff member on call who will contact emergency services for assistance if required.
- *Duress Pendants* - During unstaffed hours, we encourage all gym users to wear a duress pendant so that they may be used should an emergency arise.
- *Train With a Buddy* - For your safety, we encourage all individuals using free weights to work out with a partner. Your partner must also be an inducted member of the gym. The gym is not always staffed, and users must use care and caution when exercising. During unstaffed hours it is essential that you work out with a partner when using any free weights or at any time whereby you place yourself between the weight and the floor or bench.
- *Under no circumstances are non-members to enter the gymnasium, this includes siblings or children.*

*Recommendation - That first time gym users take the opportunity to have an appraisal which includes an induction/training on use of equipment relevant to their individual fitness program.*

### EMERGENCY EVACUATION

- In the case of a fire emergency an audible alarm will be activated. During unstaffed hours, all individuals within the gym are required to calmly leave the building through your nearest emergency exit, providing it is safe to do so. During staffed hours please follow the directions of Centre staff.

### POWER OUTAGE

- In the event of a power outage, emergency lighting will automatically turn on. Access to the Centre will not be possible during a power outage however exit doors can be opened manually.
- You are required to cease exercising and vacate the building if power is not restored within 5 minutes.

### EQUIPMENT FAULTS

- If you find any equipment that has a fault or requires maintenance, please complete the appropriate fault report form and place it on the equipment. This alerts staff and users to a possible problem and so it can be rectified as soon as possible. Fault report tags located at the emergency response board.
- **IMPORTANT:** Fault tags should not be removed by gym users and tagged equipment should not be used by anyone.



## WILFUL DAMAGE OR MISUSE OF EQUIPMENT

- If you are found to have wilfully damaged or misused any equipment, then you may be held liable for the cost of repair or replacement.

## INCIDENT, FIRST AID and EQUIPMENT REPORTS

- If an incident or near-miss occurs, or you or someone else requires first aid in the gym please notify us by completing an incident form as soon as possible. Instruction on how to complete this form can be found with the report forms. If in doubt, fill it out. If you have any other concerns, suggestions or questions, please see our staff at the front desk.

## FIRST AID

- A wall-mounted first aid kit is located in common room just off from the gym for use in the event of a minor injury e.g. cuts, abrasions. In the case of a serious injury, emergency services should be contacted dialing 000.
- A user-friendly defibrillator is also available in the gym. Once switched on, the defibrillator will provide an audible guide to the operator on its use.

**IMPORTANT: You MUST report all injuries or incidents to staff either in person during staff hours or Accident/Incident Report Form located at the Emergency Response Board in the gym.**

## HYGIENE

- In the interest of hygiene, the NO TOWEL, NO WORKOUT rule applies while visiting the Centre, so all gymnasium and group fitness members will be required to bring a towel before commencing their workout or fitness class.
- As a courtesy to other members, body deodorant is recommended.

## MUSIC

- 24/7 music is provided by the Centre and will be controlled by the Centre Staff.
- In the interest of other users' music is not to be played through external speakers or from phones in the gymnasium.
- Members may listen to their own music but must have headphones or ear buds.

## 24 Hours Gym Use Only

### MEMBERSHIP ACCESS

- The Bridgetown Leisure Centre gym facilities are open 24 hours a day, 7 days a week. Members over 18 will need to purchase an entry Fob for \$25 to gain access the gymnasium 24/7.
- Access for members to some equipment may be restricted during Bridgetown Leisure Centre Programs.
- 24-hour gym members will be provided with a membership Fob. The cost of the Fob is \$25.00 and will become your property to keep.

### ENTERING THE GYM

- To enter the gym, place your access Fob against the red light on the door sensor. Wait for the light above to go green and for the door to slide back.
- If your access has been restricted for any reason, the light will immediately turn red, and access will be denied. Please contact Centre Reception as soon as possible to reinstate your access.
- Members with restricted access are not allowed to access the gymnasium under any circumstance until the issue is resolved.

### EXITING THE GYM

- When exiting the gym please press the green button and the door will slide open. On exiting do not allow access to any unauthorized users.

## INAPPROPRIATE USE OF ACCESS FOB

- An access Fob must only be used by the member it was issued to. If you knowingly allow entry to a non-paying individual, then you are accepting responsibility and liability on their behalf. This includes liability for any injury, loss or damage attributed to the non-paying individual.
- Any member allowing another individual to use their access card in any capacity will be subject to disciplinary action.
- In most cases, action will be taken in the following order: (however a penalty may be escalated at the discretion of Coordinator Recreation & Leisure):
  - First offence - Written warning
  - Second offence - 30-day membership suspension (the period of suspension is included as part of the normal allocation per year which may incur an additional fee)
  - Third offence - cancellation of membership

*Non-paying individuals include previous members who do not have a current membership agreement and individuals with outstanding membership payments. Minors under 14 years of age or youth without a membership. Centre staff conduct a daily audit of all access points to ensure compliance.*

## LOST ACCESS FOB

If you lose your access Fob please notify the Centre immediately so we can cancel the card ensuring there is no unauthorized use. Lost access cards attract a \$25 replacement fee payable at the time of receiving your new Fob.

## Code of Conduct

All users of the gym facilities must abide by the following codes of conduct. Failure to abide by the below rules may result in immediate removal from the gym, suspension or cancellation of your membership.

- Staff and fellow patrons should be always treated with courtesy and respect.
- The center facilities should always be used and treated with respect.
- Clients should be always aware of the safety regulations for their activities (If unsure speak to a staff member)
- Any violence, discrimination or intimidation towards staff or fellow users will not be tolerated and will result in exclusion from the facility and its activities.
- Members must be always dressed appropriately. This includes appropriate gym wear and enclosed footwear. Thongs, bare feet and open shoes will not be permitted in the gym or when participating in fitness classes for safety reasons.
- All members are to use a towel when working out.
- Equipment must only be used for its intended purpose.
- Weights are to be returned after use so other patrons may easily find them.
- In order to minimise damage to weights please do not drop them
- Use respectful language in the gym.
- Reserving of equipment is not allowed. When using multiple pieces of equipment, please allow others to use the machines while you are busy elsewhere.
- Wipe machines after use. Cleaning stations are provided in the gym for this purpose.
- Gym users may not engage in personal training with anyone other than an authorised BLC Trainers
- Under no circumstances are members permitted to use the gym under the influence of alcohol or any other medication or substance that may affect your ability to exercise safely
- Under no circumstances are members allowed to bring children into the gym at any time

## Initials



## Bridgetown Leisure Centre Aquatic Facility

That all patrons shall comply with the Bridgetown Leisure Centre Aquatic Facility Conditions of Use as Outlined in this document.

### Minimum Age Requirements

- Swimming Pool - Children under the age of 10 years must be accompanied and supervised by a responsible person 16 years or older. All children under the age of 5 years must be accompanied by a responsible adult 18 years + who stays in the pool and within arm's reach of the child at all times.
- Where the member is under 18 years this form must be signed by a parent/guardian. Members MUST present to reception on every visit to the Centre. Entry may be refused if a membership card cannot be presented or is not current.

### Operation

- Bridgetown Leisure Centre aquatic season is 1 November to 31 March. The Shire has discretion to review and alter operating hours at any time (generally based on weather and patron usage). This membership is effective for 12 months from the date of signing (noting that the pool season is for 5 months of each year).
- Access for members to some areas may be restricted during peak times i.e. carnivals
- Drugs and/or alcohol are not permitted at the Centre or its surrounding property. Members seen to be under the influence will be refused entry.
- Smoking and vaping is not permitted in any area of the Centre including the surrounds.
- Members are required to notify the Centre of any change of address.
- The Management reserves the right to restrict access to members and patrons to any areas of the Bridgetown-Leisure Centre, at any time without prior notice.
- The Bridgetown Leisure Centre may be closed for short periods throughout the year e.g. Christmas, Boxing Day, New Year and Easter. No extensions will be given for these times unless prior arrangements have been made with management and authorisation given.

### Hygiene

- All members are requested to shower before entering the pool. We request that members dry themselves after pool use and before entering any other areas of the facility.
- People with a recent history of diarrhoea or gastroenteritis infection should not swim in a public swimming pool.
- Babies or children that are not toilet trained must wear an aqua nappy when swimming.
- Only appropriate swimwear to be worn in pool. Articles of clothing such as street wear, underwear, jeans, casual wear, and sporting wear are strictly prohibited.
- No animals permitted except for service dogs.
- There is no eating or drinking in any pool water body.

### Initials

## COMMUNICATION – WE WANT TO HEAR FROM YOU

In order to maintain high standards of service, maintenance, safety and cleanliness we ask you to communicate any concerns you may have as soon as possible. All reporting forms can be found on the emergency response board.

## CONFIDENTIALITY

The Bridgetown Leisure Centre respect your privacy. Personal information collected and stored either electronically or in print will not be shared in any way with a third party unless you provide consent to do so.

In a medical emergency, you provide us consent to disclose any medical condition you have to the emergency medical personnel.

## DISCLAIMER

I recognise that participation in this activity involves the risk of injury to my person or my property. I acknowledge that whilst I participate I do so at my own risk. I will not hold the Shire of Bridgetown-Greenbushes, its staff, management, members, servants, or agents liable for any personal injury or loss of property that I may suffer whether caused by negligence or omission of any of them. I acknowledge that I have been given the option of choosing a membership based on a monthly billing agreement.

I confirm I have read and understand the terms and conditions outlined above regarding my use of the gym at the Bridgetown Leisure Centre.

I have read and fully understand the terms and conditions of membership on this application including the indemnity clause and I agree to abide by all rules of the Bridgetown Leisure Centre and its Management.

### Signature:

(MEMBER)

### DATE:

### Signature:

(GUARDIAN IF MEMBER IS UNDER 18 YEARS OF AGE)

### DATE:



## RENEWAL INFORMATION

| <b>Date</b> | <b>Renewal Date</b> | <b>Membership Type</b> | <b>Amount</b> | <b>Receipt No</b> |
|-------------|---------------------|------------------------|---------------|-------------------|
|-------------|---------------------|------------------------|---------------|-------------------|