SHIRE OF MORAWA – COMMUNITY GYM

ABN: 95 047 014 897
Winfield Street, MORAWA WA 6623
Telephone: (08) 9971 1204
Office Hours: Mon – Fri, 8.30am - 4.30pm
PO Box 14, MORAWA WA 6623

Membership Application Form

Member Information

Name: _____ Date of Birth: _____

Residential Address: _____

Postal Address: _____

Email Address: _____

Phone Number: _____

Emergency Contact / Next of Kin

Name: _____ Phone: _____

Relationship to applicant: _____

Membership Type	Fee
☐ 24 Hour	$9.00
☐ 1 Month	$46.00
☐ 3 Months - Payment up front	$122.00
☐ 6 Months - Payment up front	$228.00
☐ 12 Months - Payment up front	$406.00

☐ **New Security Access Toggle Required ($30 fee); or**

☐ **Security Access Toggle already issued. Existing Toggle Number** _____

Security Access toggle incurs a $30.00 fee which is forfeited if lost or stolen. This bond fee can be refunded to members upon application for refund and return of the toggle in good condition to the Shire Administration Office.

I, _____, for the purpose of being allowed to participate in activities at the Shire of Morawa Gym, acknowledge that I have read and accept the Shire of Morawa's Terms and Conditions.

OFFICE USE ONLY

Issued Access Toggle Number: **Receipt Number:**

Morawa Community Gym

TERMS AND CONDITIONS

Code of Conduct

Members:

- Members shall agree to the consequences of any breach of the code of conduct. These may include, depending on the nature and severity of the breach; ejection from the Morawa Gym, suspension or legal proceedings.
- Members access is available 24 hours a day, 7 days per week unless otherwise advised by the Shire or Morawa. The Shire reserves the right to vary, add or eliminate any facility or service at the gym.
- Access to the gym is only for adults aged 18 years and over – unless approved by the CEO of the Shire of Morawa and, in that case, constant adult supervision is required.
- Security access toggles are for use by individual registered members only and are not to be provided to anyone else for use at any time. Disciplinary action may apply if this is not abided by.
- The security access toggle remains the property of the Shire of Morawa and the toggle shall be returned upon termination of membership or casual utilisation.
- In the event of a dispute the Shire of Morawa reserves the right to suspend membership until the dispute has been resolved or disciplinary action has been taken.
- Theft of any form is deemed unacceptable and will lead to instant cancellation of membership and may lead to criminal prosecution.
- Gym user belongings left unattended are at the Member's own risk. The Shire of Morawa takes no responsibility for lost/stolen items.
- Any feedback/complaints should be submitted in writing addressed to the CEO or via email at admin@morawa.wa.gov.au
- Any form of personal or physical intimidation, inappropriate behaviour, harassment or deliberate conduct leading to adverse effects, is not tolerated and will lead to immediate suspension of membership without refund and may result in legal proceedings.
- In case of any other issue, disagreement or other form, the Shire of Morawa will make a decision. That decision is final.

Morawa Community Gym

TERMS AND CONDITIONS

Conditions of Entry

- No smoking is permitted in the gym
- No member is to enter the gym while under the influence of drugs or alcohol.
- A sweat towel must be used at all times.
- Large possessions are to be stored at the storage area provided, not in the exercise area where it could obstruct usage of equipment.
- Photography and filming within the Morawa Gym on phones, cameras or any other devices is strictly prohibited without express prior permission from management.
- Members must be clean and dry when entering the gym.
- Appropriate clothing, including shirt/singlet is to be worn at all times.
- No jeans, work clothes, boots, sandals, or thongs, or clothing that is likely to cause offence to others are permitted.
- Enclosed shoes are to be worn at all times.
- Clothing or accessories that could cause injury are not to be worn.
- Clothing that could damage upholstery on equipment is not permitted.

Use of Equipment:

- Equipment is be used in a safe and appropriate manner at all times.
- Equipment is only to be used as indicated via QR code or shown on displayed instructions.
- Members are responsible for using equipment correctly. Improper use may lead to cancellation of membership.
- All equipment to be returned to its allocated position immediately after use.
- Weights are not to be dropped, including when using equipment with weighed compartments.
- Any faulty equipment must be reported to the Shire's Administration Office.
- Any equipment that is unsuitable for continued use will have an 'Out of Service' tag attached and is not to be used.
- Equipment is to be cleaned using alcohol based wipes provided after use.

Duress Alarm

- A duress alarm is provided for emergency use only and results in emergency service responders being called to location.
- Improper use of duress alarm may result in criminal charges or call out fees.

Consent for use of personal data and CCTV:

- The Shire of Morawa has set up CCTV and ancillary equipment aimed at providing a safe environment for all users of the Morawa Gym.
- CCTV is operational on site with playback/record possibilities and attendance is recorded at the door with the access toggle. Data may be shared with authorities when required without prior consent from the member(s) involved.
- The data collection via the access toggle aims at supporting the Shire of Morawa with objective data on attendance numbers. No personal data will be shared with third parties except where it is directly related to the management of the gym or an emergency/health and safety situation.

Medical Health and Risks – Personal Responsibilities:

- The Shire of Morawa does not accept liability for any personal injury or loss of personal property for anyone using the Morawa Gym facility.
- Members are responsible for ensuring they are appropriately informed of the correct usage of machinery and equipment.
- The use of the Morawa Gym and associated equipment is done so at the member's own risk.

Health Directives:

- In case of any orders or directives issued in relation to COVID-19 or any other health concern members will be promptly notified of changes in circumstances and signage will be displayed at the Morawa Gym facility.
- If the Morawa Gym is required to close due to restrictions, member access will be suspended and recommence when the Morawa Gym returns to normal operations, membership refunds will not be provided unless the Morawa Gym is closed for a period greater than six (6) months or in exceptional circumstances as determined by the CEO of the Shire of Morawa.
- Mandated contact tracing must be adhered to with Morawa Gym users either signing into the attendance register or scanning the provided QR code.
- Appropriate equipment cleaning must be undertaken by members to minimise the spread of bacteria and germs.

Cancellation / Refund Policy

In principle, a member agrees to be a member of the Morawa Gym for the full period of which they signed up and paid.

All memberships are subject to a seven (7) day cooling-off period - which starts from the time that the membership application is received at the front counter. The following guidelines apply:

1. To terminate a membership within the cooling-off period, members must notify the Shire in writing that they wish to exercise their right to cool off. The written notification can be submitted in person at the front counter, or via email to admin@morawa.wa.gov.au.
2. If a member cancels during the cooling off period, any amount paid will be 100% refunded.
3. **No refunds after the seven (7) day cooling-off period** will be accepted without the grounds of extenuating circumstances that will disallow the member to continue use of their membership i.e., serious illness or injury. Refunds will however remain at the discretion of the CEO of the Shire of Morawa.
4. A minimum of two (2) weeks written notice is required to cancel any membership with a refund request. A member can continue to use his membership during the notification period. The member is required to return the security access toggle to the Shire of Morawa within the notification period and no later than the day the cancellation takes effect.
5. All applications to cancel a membership must be made in writing by emailing admin@morawa.wa.gov.au and providing your name, membership number, cancellation reason and date for cancellation (which must be at least 14 days after the date of the email).
6. Cancellations and refunds are processed at the end of the notice period, and all refunds are processed by the Shire of Morawa accounts payable department.
7. If a refund request is approved by the CEO of the Shire of Morawa by members meeting the cancellation requirements as stated in this Policy under 4., 5. and 6., the refund shall be calculated on a pro rata basis. The calculation shall be the paid membership fee for the entire period relative to the time used at the Morawa Gym. For example, if a member paid a 6-months fee and wishes to cancel after three months, the refund – if approved by meeting the requirements – will be 50% of the fee paid (after discount).
8. In case of any disputes pertaining to the contents of this Policy, the CEO of the Shire of Morawa will have the final say in the matter. No appeals can be sought by any member.
9. Bond refunds for security access toggles will only be processed through EFT payment.

Consent

I, _____, have read the Terms and Conditions as presented in this form and understand the risks, rights and obligations associated with the use of the Morawa Gym.

I also understand and acknowledge the use of CCTV and ancillary equipment, the use of data collection and the sharing of that data with authorities, if warranted. I understand that by signing this form, I give permission to record my entry and exit movements as well as my undertakings in the facility and that, in case of allegations or misconduct of any kind, the authorities will be granted access to the photo/video images as part of the investigations whether as a potential suspect or witness.

I understand and accept, that I use the Morawa Gym at my own risk and that engaging in any physical exercise activity or using the Morawa Gym for any purpose may pose a serious risk to health or cause death. I understand that it is my responsibility to consult a medical physician to determine my health and medical condition prior to commencing an exercise program or using the Morawa Gym.

I understand that after starting to use the Morawa Gym, if any changes in my physical condition occur that may indicate a new or recurring health risk by continued use of the Morawa Gym, it is strongly recommended that a physician be consulted to ensure that it is appropriate to continue to use Morawa Gym.

I, on behalf of myself, my heirs, and executors, hereby release and discharge and covenant not to pursue the Shire of Morawa, its agents, officers and employees, from and for any and all liability for all loss or damages, and any claims or demands therefore, on account of injury to participant's person or property, including death, arising from use of the Gym; and I agree to indemnify and hold The Shire of Morawa and its agents harmless from any loss, liability, damage, or cost, including reasonable attorney fees that may occur as a result of or due to participant's use of the Morawa Gym.

I understand that, as a public facility used by multiple people, the Morawa Gym is subject to the guidelines and directions pertaining to COVID-19 as published by the Department of Health and/or other relevant State Departments. I understand that any breach of this requirement may result in suspension of membership or use of the facility at the discretion of the CEO of the Shire of Morawa.

I accept the potential consequences of any breach or violation of the Morawa Gym Terms and Conditions as outlined above.

Member Signature: _____ Date: _____