

Membership Agreement



northern
beaches
council

Aquatic Centre
Andrew Boy Charlton
Manly

If you need help lodging your form, contact us	
Email	fitness@northernbeaches.nsw.gov.au
Phone	02 8495 5005
Address	1 Kenneth Rd, Manly NSW 2095

Office use only	
Form ID	4156
TRIM Ref.	
Last updated	August 2023

Privacy Protection Notice	
Purpose of collection	For Council to provide services to the community
Intended recipients	Northern Beaches Council staff
Supply	If you choose not to supply your personal information, it may result in Council being unable to provide the services you seek
Access/Correction	Please contact Customer Service on 1300 434 434 to access or correct your personal information

Part 1: Personal Details

Title	Mr <input type="radio"/> Mrs <input type="radio"/> Ms <input type="radio"/> Miss <input type="radio"/> Other: <input type="text"/>		
First Name		Last Name	
Date of Birth			
Address			Postcode
Email		Mobile	
Emergency Name		Emergency Ph	

Part 2: Fees

I, the undersigned, agree to pay all rates and fees as per the terms and conditions listed below			
Type: Upfront	Membership Commencement / /		
6 Months Adult	6 Months Concession		
12 Months Adult	12 Months Concession		
Type: Direct Debit			
Adult	Concession		
Concession Card Number		Expiry	

Part 3: Agreement

Please initial clauses below:
<ul style="list-style-type: none">If you fail to make complete payment at any given time, you will be notified and given 14 days to remedy the outstanding payments. If you have not remedied the situation within 14 days we will inform you in writing of the action we will take and you may be suspended from using the Manly Andrew Boy Charlton Aquatic Centre until outstanding monies are paid in full.Notification to suspend your membership must be in writing and prior to 14 days of the requested suspension date to successfully suspend your membership. If notification to suspend is not received 14 days prior, the account will be charged as agreed.I understand that the minimum suspension period is 1 week.Membership suspension must be applied for in advance and will not be backdated under any circumstance. Please INITIAL this box. <input type="checkbox"/>Notification to cancel my membership must be in writing and prior to 14 days of the termination of the contract to successfully cancel my membership. If notification to cancel is not received in writing 14 days prior, the account will be charged as agreed. Please INITIAL this box. <input type="checkbox"/>
Direct Debit Agreement
<ul style="list-style-type: none">I understand that the account will continue to be charged unless I give the Manly Andrew Boy Charlton Aquatic Centre written notification to cancel my membership. Please INITIAL this box. <input type="checkbox"/>

Legally Binding Agreement

1. This agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly, fortnightly or individual basis.
2. I declare that I am physically and medically fit and capable to engage in exercise and fitness programs at the Centre. I have and will inform the Fitness Instructors at the Manly Andrew Boy Charlton Aquatic Centre of any condition or risk that may have an effect on my ability to participate in any exercise or fitness program prior to commencement.
3. I am 18 years of age or older at the time of signing. If not my parent / adult guardian will sign also.

I agree to the membership agreement terms and conditions. (Please read the terms of the agreement carefully and ask about anything you do not understand)

Member Name		Signature		/	/
Parent/Guardian Name		Signature		/	/
Staff Name		Signature		/	/

1. RECEPTION AND ACCESS

- (a) All members must swipe or present their card at either reception every time they attend the centre.
- (b) Members are required to present their membership card to centre staff upon request.
- (c) Members are required to have a photograph taken for security reasons.
- (d) Members are to advise any change of address and phone number.
- (e) The facilities are available to the general public and not exclusively for members.

2. GENERAL CONDITIONS OF ENTRY

- (a) The Centre will refuse entry, or request any person to leave the premises if the person;
 - (i) Is abusive or uses offensive language or whose behaviour is threatening or
 - (ii) Is under the influence of drugs or alcohol.
- (b) No smoking permitted in the centre.
- (c) The use of cameras and mobile phones is not permitted in the centre and change room areas.
- (d) No chewing gum permitted in the centre.
- (e) Glass is not permitted
- (f) Swim Nappies are to be worn by all children who are not competently toilet trained.

3. FITNESS CENTRE AND GROUP FITNESS AREA CONDITIONS

- (a) All members are required to fill in a pre-exercise questionnaire, membership commencement is subject to results of questionnaire, a medical clearance may be required from your doctor.
- (b) One sweat towel per person must be used at all times.
- (c) Weights MUST be returned to their correct place after use. Do not drop weights as this causes damage to the equipment and flooring.
- (d) Correct training attire & runners to be worn in gym - no jeans, work clothes, boots, sandals, thongs, or clothing that is likely to cause offence to others.
- (e) No person under the age of 14 is allowed in the gym. Children 14-16 can use cardio equipment only and must complete a Pre-Exercise Questionnaire with a parent/guardian and attend a fitness induction.
- (f) Every member is entitled to one complementary fitness program with a personal trainer. Any follow up session thereafter is deemed a personal training session and will be charged as accordingly.
- (g) No food allowed in the gym or group exercise classes.
- (h) No entry to a group fitness class once the class commences.
- (i) Members shall not conduct for any purposes teaching, coaching, or personal training of any person in the centre without prior consent of centre management.

4. WET AREAS (WHERE APPLICABLE)

- (a) No diving is permitted.
- (b) A coloured wrist band must be worn and visible at all times when using the spa, steam room or sauna. These can be collected from staff when first entering the centre. You must sit on a towel in the Sauna.
- (c) No creams, oil or soaps allowed in the pool/spa/steam/sauna area.
- (d) You must shower before entering the pool. Children under 10 years of age are not allowed in pool area without parent. Children under 5 must be in arms reach at all times, wearing a wrist band in line with the Royal Life Saving Keep Watch Program.
- (e) Correct swim attire only in pools.
- (f) Children under the age of 10 years are not allowed in pool area without a parent / guardian.
- (g) Parents to watch all swim lessons from designated areas only.
- (h) Dedicated areas of the pool are closed to members whilst Swim School lessons are being conducted. Times vary, are posted and are updated regularly at the entry.

5. LOCKERS (WHERE PROVIDED)

- (a) All items stored in the lockers are at your own risk and we do not accept responsibility for items lost, damaged or stolen.
- (b) Bags are not permitted in the gym / group fitness room except to be placed in lockers provided.

6. COOLING OFF PERIOD

- (a) This agreement is subject to a 7 day cooling off period;
- (b) The cooling off period commences at the close of business on the commencement date.
- (c) The cooling off period is 7 days.
- (d) New members have the right to cancel their membership within the cooling off period if they are not completely satisfied with the service and programs.
- (e) All monies will be refunded on a pro rata basis with the exception of fees for services already delivered and an Administration Fee whichever is the lesser of up to 10% of the Membership Fee.
- (f) All 'cooling off' cancellations must be in writing to the Centre.

7. INCREASE IN FEES

Manly Andrew 'Boy' Charlton Aquatic Centre may at any time AFTER the end of the minimum term, upon sending written notice to the Customer's last known address and giving 14 days-notice, increase the instalment amount in line with Northern Beaches Council adopted fees and charges for the Centre. If the Customer wishes to terminate this Agreement as a result of the increase in

instalment amount, the Customer must notify the Centre in writing within 14 days of the date of written notice sent by the Centre. The Agreement will be terminated upon receipt of this notice. If the Customer does not notify the Centre of its intention to terminate this Agreement within such specified time period, then this Agreement will remain in force and the increase in the instalment amount will be deemed to be accepted by the Customer.

8. PERMANENT DISABILITY

- (a) Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Centre may agree to cancel the membership for an Administration Fee whichever is the lesser of up to 10% of the Membership Fee.
- (b) All monies will be refunded with the exception of charges for services already delivered.

9. DIRECT DEBIT MEMBERSHIP

Direct Debit Membership is deemed to be an 'on-going membership agreement' and the agreement will continue until either you or the Centre terminates it in the way described in the Terms and Conditions.

- (a) Direct Debit Memberships can be cancelled by completing a cancellation form with Centre staff with 14 days' notice for processing.
- (b) Failed direct debit payments incur a dishonour fee of \$5.50 which will be added to the outstanding fees. This fee will need to be paid before using the centre upon next visit.

10. REPLACEMENT CARD FEE

- (a) If a Membership Card is lost or destroyed and requires replacement a Replacement Card Fee will apply.

11. ADDITIONAL FEES FOR SPECIAL SERVICE

- (a) Some services require an additional fee and these include but not limited to: personal training, crèche and swimming lessons.

12. DAMAGE TO THE CENTRE

- (a) Any member who wilfully or through their negligence damages the Centre or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

13. SAFETY, MAINTENANCE AND SERVICE DEMAND

The Centre may from time to time as reasonably necessary:

- (a) Close off any part of the premises or isolate any pieces of equipment for maintenance or safety reasons.
- (b) Change the hours of opening and closing or alter class timetables in accordance with demand; or
- (c) Vary Centre rules. Where this occurs the Centre will provide reasonable notice on the Centre's notice boards or at reception.

14. DAMAGE & PERSONAL INJURY DISCLAIMER

- (a) To the extent permitted by law, the Centre excludes any liability to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with the Membership Agreement and/or the services/products provided by the Centre, and/or any act of omission of the Centre.

15. SEVERABILITY

- (a) In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance.

16. MEMBERSHIP SUSPENSIONS

- (a) Minimum of 14 days' notice prior to the start of all suspensions is required.
- (b) Notification is to be in writing and can be given in the centre or emailed to fitness@northernbeaches.nsw.gov.au. No suspension request will be backdated under any circumstances. All suspensions are for a minimum of 1 week.

17. MEMBERSHIP CANCELLATIONS

- (a) Minimum of 14 days' notice is required in writing. If notification of intent to cancel is not received 14 days' prior, the account will be charged as agreed.

19. BREACH OF TERMS & CONDITIONS

- (a) Any breach of these terms and conditions will result in a warning and any further breach will result in your membership being suspended or terminated. A proven serious breach of the general conditions of entry under 2(a) may result in immediate termination of your membership without warning.

20. TRANSFER OR REFUND OF MEMBERSHIP

- (a) Memberships are not transferable or refundable.

21. PRIVACY NOTICE

- (a) The personal information collected in this form is for the purpose of entering into this membership agreement. The intended recipients of the information are Northern Beaches Council staff and approved contractors of Northern Beaches Council. The supply of the information is voluntary; however, the form must be completed in order for Council to assess the agreement. The information will be stored by Council. You can contact Council to access or correct this information.