



Range Community Gym & Fitness Centre (Mapleton) Assoc. Inc

Terms & Conditions

1. Definitions:

Annual Access Fee (formerly known as Annual Membership Fee)	All gym members must pay an annual fee to access the gym facility, excluding Senior Strength and Stability Participants. This covers the period for the calendar year, starting from 1st January for those continuing from year to year and for those new members, it is calculated from the date of joining/payment with a renewal date 12 months later.
Annual Access Fee (student)	All student members must pay an annual fee to access the gym facility. This covers the period for the calendar year, starting from 1st January for those continuing from year to year and for those new members, it is calculated from the date of joining/payment with a renewal date 12 months later. Student Annual Access Fee is set at a discounted rate.
Membership Type (formerly known as Use of Gym Fee)	Types of membership agreements available to members allowing access to the gym facility, services and classes in return for payment.
Monthly Limited Membership	A monthly membership type allowing 2 x training sessions per week during normal gym opening times. This membership currently allows a complimentary training session on Saturdays only. The fee for this membership type is paid upfront in advance.
Monthly Student Membership	A monthly membership type allowing unlimited training sessions per week during normal gym opening times. The fee for this membership type is paid in advance at a discounted rate for students.
Monthly Unlimited Membership	A monthly membership type allowing unlimited training sessions per week during normal gym opening times. The fee for this membership type is paid in advance.
Seniors Strength and Stability (SSS) Participants	SSS classes are available to those over the age of 55 with one or more chronic health conditions. SSS participants are not required to pay an Annual Access Fee. A minimal cost is charged per class and is payable at the time of participation.
Tai Chi Participants	Tai Chi participants are required to pay the Annual Access Fee plus an additional cost to participate in Tai Chi classes.

Yearly Limited Membership	An annual membership type allowing 2 x training sessions per week during normal gym opening times. This membership currently allows a complimentary training session on Saturdays only. The fee for this membership type is discounted and paid annually in advance.
Yearly Unlimited Membership	An annual membership type allowing unlimited training sessions per week during normal gym opening times. The fee for this membership type is discounted and paid annually in advance.
10 Pack Membership	A membership type allowing 10 visits to the gym. 10 pack membership allows flexibility and is paid in advance. Visits will expire after 12 months if not utilised.

2. General

Gym memberships are governed by the terms and conditions set out in this document, along with the Rules of the Association (Constitution) and other gym policies and guidelines including:

- Code of conduct;
- Membership fees and structure;
- Membership suspension / hold guidelines;
- Age restrictions and supervision requirements;
- Privacy policy.

Holding an approved membership permits the member to use the gym's premises, facilities, equipment and services as shown and limited by the membership type agreement.

Gym memberships are non-transferable to any other person or member.

3. Membership

3.1 An application for initial membership must be:

- i. in writing;
- ii. signed by the applicant and the applicant's proposer;
- iii. in the form decided by the Management Committee.

3.1 The Management Committee must keep a Register of Members which must include the following particulars for each member:

- i. the full name and residential address;
- ii. the date of admission as a member;
- iii. the Register must be open for inspection at all reasonable times.

4. Termination of Membership

The Management Committee may terminate a member's membership if the member:

- i. is convicted of an indictable offence;
- ii. does not comply with any of the provisions of these rules;

- iii. has membership fees in arrears for at least 3 months;
- iv. conducts himself or herself in a manner considered to be offensive, injurious or prejudicial to the character or interests of the Association;
- v. no appeal to such termination will be considered or refund of any paid up fee be provided.

5. Fees and Charges

5.1 Membership Fees

- i. The ANNUAL membership fee (now known as Annual Access Fee) for ordinary members is the amount agreed upon by the members at the Annual General Meeting or any other General Meeting; and is due annually from 1st January;
- ii. At the discretion of the Management Committee, members joining the association during the calendar year may be offered the opportunity to pay a reduced ANNUAL fee;
- iii. The USE OF GYM fee (now known as Membership Type Fee), for all classes of members, will be determined from time to time, by the Management Committee.

5.2 Membership Payments

- i. Payment reminder notices will be emailed to members (providing an email address has been recorded on the member record):
 - a) On the day the monthly membership is due;
 - b) On the day the annual access fee and yearly membership fee are due;
 - c) For 10 pack membership – when 2 visits remain;
- ii. Overdue membership reminder emails will be sent 2 weeks after the membership payment is due.

5.3 Membership Payment Suspensions

- i. Members may hold or suspend their membership for periods of time as required due to illness, holidays, or any other reason;
- ii. The member's payment due date will remain the same as the initial date of commencing the membership type, however the future payment will be adjusted by the member management system on a pro-rata basis;
- iii. Members must advise an instructor or the Secretary of the dates of the suspension/hold at least 7 days prior to the proposed suspension/hold;
- iv. All suspensions/holds will be recorded in the member management system to make the automatic pro rata calculations;
- v. There is no maximum period or number of times a membership can be suspended or put on hold.

5.4 Cooling Off Period

- i. The gym allows a period of 7 days cooling off period, upon which a new member may cancel their membership and obtain a full refund of any fees paid upfront including the Annual Access Fee and Membership Type Fee;
- ii. Requests must be provided in writing to the Secretary or to a Gym Instructor within the cooling off period to qualify for a full refund.

6. Risk and Liability

6.1 Health and medical conditions

- i. Members are required to disclose any health or medical conditions that could be affected by physical exercise or exertion;
- ii. A medical certificate from a qualified medical practitioner may be required to participate in exercise activities at the gym (at the discretion of the gym instructor).

6.2 Members requiring a support person / carer

- i. The support person must abide by the rules and policies of the gym and observe its code of conduct;
- ii. The support person must be signed in as a visitor and complete an induction provided by a gym instructor;
- iii. A support person is not permitted to use the gym facility or equipment unless they are a financial member of the gym;
- iv. The support person must stay and support the member at all times, providing active support as required by the member.

6.3 Age Restrictions and Supervision Requirements

- i. Children 15 years old can join the Gym after completing an ESSA* Pre-exercise Screening Form for young people with parent/guardian consent;
- ii. Children 16 and 17 years old can join the Gym after completing an ESSA* Pre-exercise Screening Form for young people;
- iii. Children 15 to 17 years must follow an exercise program provided by the Gym instructors;
- iv. Children 15 to 17 years can join the Gym at student rates.

*ESSA = Exercise & Sports Science Australia

6.4 Liability

- i. All members understand and acknowledge that the gym is providing a recreational service to its members and cannot be held liable for any equipment that may be defective;
- ii. The gym is not liable for any personal equipment, or items that may be damaged, lost or stolen within the gym premises;
- iii. To the extent permitted by law, members indemnify all employees, contractors, volunteers, and committee members against any and all claims for any injury, damage or loss of any kind whatsoever that a member may suffer or incur arising from or in connection with the use of equipment and facilities.