## Active Gym Membership

# **AGREEMENT FORM**

#### **Agreement Summary**

#### **Services**

This agreement is for the supply of the following fitness services during opening hours of Murdoch Active Gym (**Gym**):

- · Access to the Gym and use of fitness equipment therein.
- · Access to regular timetabled group fitness classes.
- · Initial personalised program design and appraisals.
- Full access and use of the change rooms and shower facilities.

Subject to any exclusions, limitations or restrictions noted at the end of this agreement summary.

#### **Term**

This agreement starts on the date it is signed.

Fixed Term Membership This agreement is for a fixed term, for the following period:  6 Months  Other:
Ongoing Membership  The agreement is for two weeks (initial term) and thereafter is ongoing on a fortnightly basis or weekly basis if you pay under a weekly direct debit arrangement, until terminated.

#### **Cooling-Off Period**

This agreement is subject to a cooling off period. You may end this agreement at any time within seven days after the date on which this agreement is signed.

#### **Fees and Charges**

The administration fee to transfer your membership to someone else is \$50 (inc. GST). This is payable at the time of the transfer application.

If you are a fixed term member and choose to terminate your membership prior to it expiring (whether during the cooling off period or otherwise), you will be charged a \$50 (inc. GST) fee. This will not apply if you have a medical certificate stating that you cannot use the fitness services supplied under this agreement because of a permanent illness or physical incapacity.

The administration fee to suspend your membership, other than because of illness or physical incapacity, is \$3 (inc. GST) per week (except that the first four weeks of suspension during a 12-month period are free for student members). This is payable at the time that you submit your request for suspension.

please see next page for more details...

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#### **Fees and Charges**

Your membership fee for the Gym (including provision of the services described above) is as set out below (inc. GST):

Free	
Student Staff Trial:	_
Direct Debit	Up Front
Student Weekly - \$9.25 per week	Student 6 Months - \$249
Student Fortnightly - \$18.50 per fortnight	Student 12 Months - \$420
Staff/Alumni Weekly - \$10.95 per week	Staff/Alumni 6 Months - \$299
Staff/Alumni Fortnightly - \$21.90 per fortnight	Staff/Alumni 12 Months - \$539
Salary Sacrifice - \$21 per fortnight	Public 6 Months - \$399
Salary Sacrifice Off Peak - \$14 per fortnight	Public 12 Months - \$649
Public Weekly - \$12.45 per week	Golden Oldies Off Peak 12 Months - \$260
Public Fortnightly - \$24.90 per fortnight	Golden Oldies Special 12 Months - \$299
Other	Student Special 6 Months - \$149
	Student Special 12 Months - \$199
	Other

Your membership fee is payable: (a) for fixed term memberships, at the time your membership commences; or (b) for ongoing memberships, by direct debit in arrears on a weekly or fortnightly basis (as selected by you).

In case of an ongoing membership, your membership fee may increase on an annual basis from 1 January, as notified to you in writing.

If your membership fee is discounted for a particular period (**Discount Period**) under a promotion or similar, your membership fee will change to the standard fee, subject to annual increases as described above, at the end of the Discount Period.

#### **Agreement Summary**

#### **Exclusions, Limitations or Restrictions**

The following exclusions, limitations or restrictions apply in relation to fitness services supplied under this agreement:

- Subject to the bullet points below, access to the Gym will be restricted to staffed opening hours.
   Access to the Gym may not be available (other than for 24/7 members) on public holidays and University closure days.
- Murdoch may provide 24/7 Gym access to selected members. Such access is currently only provided to those with standard memberships (which excludes Off Peak, Free Time, Golden Oldies, Student Special, and Student Support members).
- If you are a Golden Oldies or Staff Off Peak member, then you may only access the Gym between 8:00am and 4:00pm on Monday to Friday and only attend group fitness classes that take place during those times.
- If you are a Student Special or Golden Oldies Special member, then you may only access the Gym during staffed hours, which at the date of this membership are between 6:00am and 9:00pm Monday to Friday, and 9:00am to 5:00pm on Saturday and Sunday, and only attend group fitness classes that take place during those times.
- If you are a Student Free Time member, then you may only access the Gym between 9:00am and 11:00am and 1:00pm and 3:00pm on Monday to Friday with no access to group fitness classes (except you may attend the Murdoch Moves group fitness classes at any time).
- If you are a Staff Free Time member, then you may only access the Gym between 8:00am and 10:00am on Monday to Friday with no access to fitness classes (except you may attend Murdoch Moves fitness classes at any time).
- Free fitness appraisal and supervised workout is not available for Student Free Time members and Staff Free Time members.

### **Personal Information** Contact Number: Name: Address: Postcode: Email: DOB: Gender: Rather Not Say Student/Staff/Alumni/Public Number: **Emergency Contact Name:** Relation to Contact: Contact Number: We occasionally share updates, promotions, and special offers via email. If you prefer not to receive marketing communications, please **Membership Details Membership Type** Student Staff / Alumni Public Golden Oldies Standard Off-Peak Free Time Trial Other Special **Membership Term** As stated in the Agreement Summary. (Fixed Term Membership) Payment Amount: Date Paid: Sign Here By signing this agreement you acknowledge and agree: This agreement is subject to the attached terms and conditions; To abide by the terms and conditions of this agreement; To abide by the Gym rules and safety guidelines; To complete a pre-health questionnaire, and provide a medical certificate if deemed necessary; That you are medically sound to use the gym facilities and undertake exercise therein; That your use of the Gym and any equipment and fitness classes therein is at your own risk, provided that this will not limit or exclude and liability of Murdoch for any unlawful or negligent act or omission; That the Gym's staff are not medically trained and are not qualified to determine if you can exercise without risking your health; and That you are aware that exercise can by physically demanding, and participation in some activities may pose a risk to your health. Name: Signature: Date Signed: Authorised Staff Member: Signature: Date Signed:

If the member is under 18 years of age this agreement must be signed by a parent or legal guardian.