



MACKSVILLE MEMORIAL AQUATIC & FITNESS CENTRE [MMAFC]

Membership Agreement

APPLICANT INFORMATION (Account Holder)		
Mr /Mrs /Ms /Miss Surname:		Given Name/s:
Address:	Suburb:	Postcode:
Email:		ID type /#:
Phone: Mobile	Home or Office	D.O.B:
ADDITIONAL MEMBER NAMES (Family Fitness Membership)		
1. D.O.B:	3. D.O.B:	
2. D.O.B:	4. D.O.B:	
EMERGENCY CONTACT		
Name:	Phone:	Relationship:
HEALTH BACKGROUND SCREENING		
Do you suffer from a heart condition or have ever had any form of heart disease, or previously suffered a heart attack?		Yes / No Name/s:
Do you experience any pain while undertaking physical activity or exercising?		Yes / No Name/s:
Have you ever experienced faintness, dizziness, shortness of breath, or experienced a loss of balance?		Yes / No Name/s:
Do you have diabetes, asthma or suffer from high or low blood pressure?		Yes / No Name/s:
Do you have a bone or joint problem that could be aggravated by physical activity?		Yes / No Name/s:
Do you have any other medical condition or injury, currently taking medication, or know of any reason that would prevent you from the participation related to this membership?		Yes / No Name/s:
Please provide additional information if you answered Yes to any of the above questions.		
MEMBERSHIP AGREEMENT		
<p>I have read and understood the Terms and Conditions of this membership - see overleaf. I acknowledge that the information I have provided is true and correct, and that I will inform the Community Aquatics Pty Ltd /Macksville Memorial Aquatic & Fitness Centre in writing should my circumstances change.</p> <p>I authorize Community Aquatics Pty Ltd [User ID 497754], as the company responsible for the delivery of programs, activities, services and management at the Macksville Memorial Aquatic & Fitness Centre to debit my account to the amount of \$_____ fortnightly on an on-going basis for a minimum of _____ months, with the first direct debit occurring on: ____/____/____</p> <p>I understand that my debits will continue after the minimum period and subject to price increases, until I provide notification of cancellation as outlined in Membership Terms and Conditions, Direct Debit Request and/ or Direct Debit Service Agreement.</p> <p>Signed: _____ Dated: _____</p>		
PARENT /GUARDIAN TO SIGN WHERE A PARTICIPANT IS UNDER 18 YEARS OF AGE		
<p>I _____ being the parent or guardian of the person named in this membership application, hereby acknowledge and agree to the person named in this application participating in activity associated to this membership, and,</p> <ul style="list-style-type: none">• I am aware of obligations set out in the Terms and Conditions.• I agree to the release and indemnify Community Aquatics Pty Ltd in the same manner and to the same effect and extent as I am in the membership application or the person participating in the activity. <p>Signed: _____ Dated: _____ ID Type/ #: _____</p>		
OFFICE USE		
Staff Name: _____ Date: _____ Member Facility ID#: _____		
F/nightly Fees: Member Program 1: _____ \$_____ / Member Program 2: _____ \$_____		
Direct Debit Fee \$_____ Credit Card Surcharge \$_____ Comments: _____		
Initial Fees: Joining Fee \$_____ + Pro-Rata \$_____ + P/Training \$_____ + Other \$_____ = \$_____		
Payment Summary		
Total Initial Payment: \$_____ / On-going Fortnightly Fees: \$_____ (at direct debit commencement)		
<p>The Member (customer) is aware of fee breakdown and has been given a copy of the Terms and Conditions, Direct Debit Request and the Direct Debit Service Agreement; Staff Initial: _____ Client Initial: _____.</p>		

MEMBERSHIP TERMS AND CONDITIONS

This document provides information and outlines the rights and responsibilities relating to your Macksville Memorial Aquatic and Fitness Centre (MMAFC) Membership. This information is to be read and understood in conjunction with details contained within the Direct Debit Request form and the Direct Debit Service Agreement.

About us

The Macksville Memorial Aquatic and Fitness Centre (MMAFC) is proudly managed by Community Aquatics Pty Ltd. The use of MMAFC within this document is deemed to be inclusive and represent Community Aquatics Pty Ltd (CA).

The **CA Mission Statement** is; "To provide all Community Members with a clean and safe recreation facility, that offers interesting, motivating and effective programs". In practical terms, when asked "What do we do?". CA answers with, "We develop and manage best practice recreation facilities, that offer innovative programs, that make positive impacts on people's lives"

The **MMAFC website** has a full range of specific customer policies and program information. The website address is www.macksvillemafc.com.au. Member feedback is appreciated and can be sent via this website or email to info@macksvillemafc.com.au

Membership Access and Conditions of Entry

Facility Entry: Members will be issued with a personalised membership key-tag that must be presented at the MMAFC customer service desk prior to entry. Replacement for lost or misplaced key-tags will attract a \$5.00 replacement fee. Members must agree to abide by the facilities rules, regulations, conditions of entry and to follow any direction given by an MMAFC employee. **Programs Specific Rules:** Each membership program has its own special rules /requirements, and it is the member's responsibility to abide any such rules /requirements. For example: Fitness Members are responsible for correctly returning weights and equipment after use.

Family Memberships

The family membership includes people listed on the same Medicare card and living at the same residential address. There are no concessions on /within a family membership.

Minimum Terms, Payment Information, Fees and Charges

Minimum Term: The minimum membership period will vary between member programs and facility promotional campaigns. Potential members will be informed about a minimum requirement prior to completing the MMAFC Membership Agreement form. This form states when a minimum term is required. **Pro-Rata Payment:** On joining, direct debit members pay a pro-rata fee. This fee is calculated based on the number of days remaining until the next direct debit is due. **Payment:** Payment for membership is in advance. If payment is not received, membership access may be cancelled. **Financial Hardship:** If you are experiencing financial hardship, please make an appointment to discuss alternative payment arrangements with the MMAFC Facility Manager. **Direct Debit Services:** Direct debit payments are made fortnightly. The CA Direct Debit Request Form must be completed to authorise direct debits from your nominated bank account or credit card. Note: direct debiting from credit cards will incur a small additional surcharge. **Price Increases and Membership Variations:** Membership fees and structures are reviewed annually. A minimum of twenty-eight (28) days will be provided in the form of facility newsletter and /or facility notice board advertisement to advise all members about any change. Direct debits and membership structures will be adjusted accordingly after the twenty-eight (28) day notice period. **Concession Memberships:** Will only be permitted with appropriate evidence, such as; Commonwealth Government issued Concession Cards and State Government issued Seniors Card.

Refunds, Cancellations and Membership Suspensions

7 Day Cooling Off Period: If you are not completely satisfied with the programs or services you are able to cancel your membership within the first 7 days. All monies will be refunded with exception of a fee equivalent to one week of the purchased membership. **Refunds:** Refunds for retrospective memberships will only be approved under the following circumstances: hospitalisation, death, major illness or injury, relocation or other major extenuating circumstances. Request for refund must be made in writing and sent to the MMAFC Facility Manager. The maximum retrospective refund is 12 weeks. Members may be requested to provide a Medical Certificate or evidence to support their claim. **Cancellations:** Direct debit memberships can be cancelled after the completion of the minimum term. A Cancellation Form, available from the MMAFC customer service desk must be completed and signed by the member fourteen (14) days prior the next scheduled direct debit payment. The MMAFC reserves the right to cancel a membership and request return of a membership key-tag at its own discretion. **Suspensions:** Memberships can be suspended for a minimum of two weeks and a maximum of 12 weeks at any one time by completing the Adjustment of Membership Form, available from the MMAFC customer service desk. A suspension request must be lodged fourteen (14) days prior to the next direct debit. The first 4 weeks of suspension are free after which a suspension fee of \$3.50 per week will be charged. Members can suspend their membership up to 2 times per year.

Health and Safety

Physical Fitness: Members declare that they are physically and medically fit and capable to engage in exercise and /or programs at the MMAFC, and will inform MMAFC instructors of any condition or risk that may have an effect on their ability to participate in any exercise or fitness program prior to commencement. Members may be asked to complete the Fitness Australia Pre-Activity Screening Questionnaire, or similar activity at the discretion of facility staff prior or during their membership period. **Supervision of Children:** All families must adhere to the standards set by the Royal Life Saving Society of Australia (RLSSA) Keep Watch @ Public Pools Program. **Minimum Age (Fitness services):** The minimum age for participation in MMAFC adolescent fitness and skill acquisition classes is 11 years (except under the direct supervision of a sport coach or personal trainer). Children must be over the age of 15 to participate in general health and fitness club membership activities.

General Information

Changes to Membership Details: All changes to memberships must be made and signed in person at the MMAFC to ensure confidentiality of account details and accuracy of records. **Public Use:** The MMAFC is a public facility and has a variety of uses. Services are not exclusively for members. Members are advised to check the facilities schedules to help plan the best time to visit. **Seasonal Opening Hours and Public Holidays:** Please check the facility website. **Subject to change:** All Terms and Conditions are subject to change. Please check the facility website for the most up-to-date version. A hard copy can be requested at any time from the customer service desk. **Health Fund Rebates:** Some memberships may attract a health fund rebate. Please check with your health fund provider to confirm eligibility. A membership receipt can be provided on request. **Facilities Rules:** Members agree to abide by all facility rules. **Availability of Services:** Occasionally equipment or services may be unavailable due to (but not limited to) mechanical breakdown, vandalism, fire and/or natural disasters. **Member Privacy Policy:** The MMAFC acknowledges and respects the privacy of individuals. Members have the right to access and alter personal information in accordance with the Commonwealth Privacy Act. Full details of the MMAFC Privacy Policy can be obtained on request at the customer service desk or the facility website (www.macksvillemafc.com.au)

Liability

To the extent permitted by law, the MMAFC /Community Aquatics Pty Ltd shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. The MMAFC /Community Aquatics Pty Ltd is not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, all Members agree to use the MMAFC at own risk.