

Important Notice

This is a membership form under which you agree to become a member of BRC Fitness & Wellness Centre. When you sign this form, you are entering into a legally binding agreement

This agreement (**your membership**) is made up of the terms contained in this form including the membership details below (**details**) plus any special conditions and the attached Terms and Conditions (**Terms**).

This form sets out your rights to use our exercise facilities and services, and the obligations you have to comply with as a member. Your responsibilities under this agreement, including payment of membership fees, do not depend on how often you use the facilities and services. You promise to tell us if at any time you believe that you may not be able to comply with your obligations under this agreement including the payment of fees, so we can discuss your options with you.

What is set out in this agreement overrides any statements made by you or us before you signed the agreement. Accordingly, you should now read through this entire form carefully to make sure that it fully reflects your expectations and ask us or seek advice if you are unsure whether any particular statements that you have relied on are part of this agreement.

If your membership is Ongoing, it is a periodic agreement that will continue after the Minimum Term until either you or we terminate it in the way described in the agreement. If an automatic direct debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or fitness business cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable for damages for breach of contract.

If your membership is for a Fixed Term, it automatically terminates at the expiry of the Fixed Term and so a new agreement will be required if you require services after that time.

This membership is ☐ **Fixed Term** or ☐ **Ongoing**

Note: Fixed Term options include a 10 Pass or One Month pass

This agreement is subject to a 7 Days cooling off period

Direct Debit Warning: Please ensure that you cancel any direct debit authorisation for payments under this agreement when your membership ends.

**Fitness business
(we / us / our)**

Barkly Regional Council (Fitness & Wellness Centre)
ABN 32 171 281 456
Ambrose St
Tennant Creek
0860 NT
08 8962 0000

Member (you / your)	Name:	
	Address:	
	Suburb:	
	State:	
	Mobile:	
	Email:	
	Date of Birth:	
	Gender:	Female ☐ Male ☐

Cooling Off Period Ends 7 Days after the day on which this membership agreement is completed.

Minimum Term 12 Months - for ongoing memberships
 Your membership may be either for a **Fixed Term** or **Ongoing** as indicated in the **Important Notice** box above

Start Date ____/____/____

Membership Type Tennant Creek All Access

Facilities and services Use of one or more BRC Fitness & Wellness Centre facilities including all areas such as exercise areas and change rooms as well as all equipment including weights, benches, machines, mats, and any programs, products, classes and services that you can use according to your Membership Type

Fees	Membership fees for the Minimum Term	\$25.39 paid Fortnightly commencing on the Start Date <i>or the next working day if that falls on a non-working day</i>
	Ongoing membership fee after the Minimum Term	\$25.39 paid Fortnightly after the minimum term has elapsed. <i>Please note the fee is after the Minimum 12-month Term subject to change by notice in accordance with this agreement.</i>
	Initial Instalments	Activate Pack - \$49 00 payable on Start Date
	Total Minimum Cost	\$660.14
	Cancellation Fee	As specified in clause 13(c)
	Administration Fee	\$99.00
	Suspension Fee Transfer Fee	\$5.00 for each fortnight or part thereof
	Transfer Fee	\$65.00
	Late Fee/Failed Payment	\$10.00
	Transaction Fee	2% plus 50c

- Payment of membership fees**
- ☐ \$131.06 Upfront pre-payment (Fixed Term) 10 Pass [Std]
 - ☐ \$72.92 Upfront pre-payment (Fixed Term) 10 Pass [Concession]
 - ☐ \$63.74 Upfront pre-payment (Fixed Term) One Month [Std]
 - ☐ \$39.26 Upfront pre-payment (Fixed Term) One Month [Concession]
 - ☐ \$25.39 Fortnightly recurring billing (Ongoing) charged automatically to the credit/debit card [Std]
 - ☐ \$17.23 Fortnightly recurring billing (Ongoing) charged automatically to the credit/debit card [Concession]

Card payment Reference: _____

Payment Provider Payment processing supplied by Stripe, and are made through the Gym Master members portal

State/Territory Northern Territory

Signing Section

- ☒ I have read through this electronic form including the attachments in full before signing
- ☒ By signing here, I agree to be bound by the terms of this Membership agreement

Member Signature:	
Date:	

Witnessed by:	
Witness Signature:	

Terms and Conditions

Welcome to BRC Fitness & Wellness Centre. To ensure that BRC Fitness & Wellness Centre is able to provide a safe and comfortable environment for all members and staff, please assist us by complying with the following conditions. We advise you to only sign this membership agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

1. INTRODUCTION

By signing the agreement, you acknowledge and agree:

- a. you have been given a copy of this agreement and agree to abide by your obligations in it;
- b. you are medically sound to undertake a normal course of exercise, you use the club facilities at your sole risk and responsibility, and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health; and
- c. this agreement also relates to your authority to Stripe or other debiting agent nominated by Barkly Regional Council from time to time to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this Agreement and Direct Debit Request. These terms and conditions are set out in this agreement and can also be accessed on the BRC Fitness & Wellness Centres website (www.barkly.nt.gov.au).

2. DEFINITIONS

In this Agreement unless the contrary intention appears:

- a. The singular includes the plural and vice versa.
- b. A reference to a party includes that party's legal personal representative heirs and assigns.
- c. "Club" refers to any BRC Fitness & Wellness Centre your membership entitles you to visit.
- d. Stripe or other debiting agent nominated by Barkly Regional Council from time to time.
- e. "Free Time" means that period of your membership contract in which you are not required to pay membership fees but have your usual club access rights.
- f. "Barkly Regional Council" and "BRC Fitness & Wellness Centres" means the "Barkly Regional Council (ABN 32 171 281 456)" of 41 Peko Rd, Tennant Creek, NT, 0860
- g. "You" and "Member" refers to the name in which the membership account has been created, which at times may differ to the party paying for the membership, and includes the parent or guardian of the Member if the Member is under 18 years.
- h. "Website" means the BRC Fitness & Wellness Centre webpage of www.barkly.nt.gov.au or such other website as notified to Members from time to time.
- i. "24.7 Active Pass" means the electronic card, phone app, fob or digital access pass you are provided with when you elect to access the Club outside staffed hours of operation.
- j. "24.7 Access Policy" means the Barkly Regional Council policy concerning the use of the Club facilities during unmanned hours which you are advised about at the time of your 24/7 Induction training.

3. MEMBERSHIP QUERIES

- a. All queries, and comments, about the services provided under this Agreement should be directed to the Barkly Regional Council via its contact details listed on the website.
- b. All queries and comments about the direct debit billing service including cancellations should be directed to the Barkly Regional Council via its contact details listed on the website.
- c. The Member acknowledges that Stripe has been engaged by the Club to collect the fees due under this agreement if paying by way of direct debit, and also acknowledges that all rights of the Club under this Agreement are able to be enforced by Stripe as if it were the Club without any involvement on the part of the Club or the consent of the Member. Do not contact Stripe directly.

4. CLUB ACCESS

- a. All members must present their membership card (or photo ID) when requested, upon entry to the club.
- b. You must scan your membership card or digital access pass and register your attendance for safety, security and insurance purposes.
- c. If you lose your membership card or key tag, a replacement can be purchased from Barkly Regional Council upon providing proof of identification.
- d. Upon joining, a photo will be taken of you for safety and security reasons, and the photograph will be used and stored in accordance with our Privacy Policy.
- e. Entry to the Club may be refused as a result of unpaid or outstanding membership fees as detailed in this agreement.

5. GENERAL CONDITIONS OF ENTRY

To assist us in maintaining a safe and comfortable environment for all members and staff, you are required to abide by the following conditions.

Failure to abide by these conditions may result in the suspension or termination of your membership:

- a. ENTRY: Entry will be refused or you may be requested to leave the Club if:
 - i. you are using abusive or threatening language or behaving in a threatening way; or
 - ii. you are under the influence of drugs or alcohol; or
 - iii. you instruct other members when Barkly Regional Council has not authorised you to do so; or
 - iv. you behave in another way that is considered by Barkly Regional Council to be risky or seriously inappropriate.
- b. NON-SMOKING: BRC Fitness & Wellness Centre is a non-smoking facility.
- c. DRESS CODE: Fully enclosed, clean sports shoes must be worn during workouts for safety reasons. Members are required to wear a singlet or t-shirt at all times in the club. Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.
- d. TOWELS: You are required to use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. You may be requested to cease training if you do not use a towel. Where available, you can purchase a towel from reception.
- e. ILLEGAL ACTIVITIES: No illegal activities are permitted in the club, including but not limited to the use or sale of steroids or performance enhancing drugs.
- f. CHILDREN: Minors under the age of 18 years may be eligible for a membership subject to Barkly Regional Council's Age Policy (as updated and displayed on the website from time to time) and the following general terms and conditions:
 - i. the minor must attend a safety induction in order to be granted access to the club;
 - ii. the minor must comply with all safety requirements of the club as communicated to the member from time to time;
 - iii. the minor's membership may be cancelled for any inappropriate behaviour, misuse of equipment or failure to comply with safety requirements;
 - iv. the minor must comply with the applicable sections of the Age Policy available in club and on the website;
 - v. all minors must leave the club immediately once staffed hours have ended;
 - vi. all minors can only access the club during staffed hours, subject to the qualifications and exclusions listed in the Age Policy available in club and on the website.
- g. PERSONAL TRAINING: Personal training services may be available for an additional fee. Please contact your club for more information or see the personal training noticeboard and make contact with one of the Personal Trainers directly. Personal Trainers within the Club are contractors and all arrangements for personal training services and payments should be made directly with the Personal Trainer. Please note only authorised Barkly Regional Council registered Personal Trainers are permitted to train members in Barkly Regional Council clubs. Conducting personal training within a Barkly Regional Council club without being an approved Personal Trainer may result in the cancellation of your membership.
- h. PHOTOGRAPHY: There is to be no filming or photography in a BRC Fitness & Wellness Centre by members.
- i. ALLOWING US TO USE YOUR IMAGE: We sometimes film or photograph the club so it is possible you will appear in the background. By signing your agreement, you allow us to use your image in promotional and other business-related material.

6. USE OF EQUIPMENT

- a. For the safety of you and others, please follow all equipment operating and safety instructions on the equipment.
- b. If you are not sure of correct use or operation of equipment, do not use it and please seek assistance from a Barkly Regional Council team member, when they are available.
- c. You are required to return equipment to their original state when you have finished, including:
 - i. return weights and bars to their rack;
 - ii. unload plates from machines and bars;
 - iii. return equipment to its storage location in Group Fitness classes.
- d. As a courtesy to other members, please use a clean towel when using equipment and keep phone calls to a minimum.

7. LOCKERS, VALUABLES AND LOST PROPERTY

- a. Lockers may be available, however lockers are not security devices.
- b. Barkly Regional Council employees or contractors are not responsible for any loss of, or damage to, personal property from the Club or a locker, and Barkly Regional Council recommends that you keep all valuables with you while using the club.
- c. Damage to, or the loss of locker keys, will incur a \$25.00 charge.
- d. Barkly Regional Council is unable to look after your personal possessions (keys and wallets for example) whilst you are in the Club.
- e. Bags are not permitted on the gym floor for safety reasons.
- f. Personal items are not permitted to be stored in lockers overnight, and lockers are cleared daily. Any items remaining in lockers or handed into Reception will be held for two weeks and then donated to charity.

8. MEMBERSHIP FEE INCREASE

If you have joined on an 12 month membership term then on the 1st of July of each year your membership fees will increase automatically by 3% from the first direct debit date and annually thereafter without further notice.

9. MEMBERSHIP ENTITLEMENTS

Membership at BRC Fitness & Wellness Centres entitles you to:

- a. Work out as many times as you wish in a given period, subject to any restrictions in your membership type relating to club access outside of staffed hours.
- b. Use exercise equipment located on the gym floor and cardiovascular training areas.
- c. Barkly Regional Council reserves the right to make changes to:
 - i. exercise equipment supplied in any of its Clubs at any time or
 - ii. The Group Fitness timetable at any time (i.e. Alter class type, times and instructors)

10. MEMBERSHIP OBLIGATIONS

Membership at BRC Fitness & Wellness Centres requires you to:

- a. Advise Barkly Regional Council of any changes to your contact details.
- b. Comply with all Conditions of Entry (see in Club signage) and the guidelines in this agreement.
- c. Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- d. Inform us in advance if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.
- e. Cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.

11. SPECIAL CONDITIONS FOR CERTAIN MEMBERSHIP TYPES

- a. If there are special conditions or benefits relating to your membership type, these will be either attached to your membership contract and/or displayed on the website and form part of your membership agreement.
- b. If your membership entitles you to Free Time, you will not be charged your weekly fees for use of the club during the specified period of Free Time.

12. OVERDUE FEES & REVOCATION OF MEMBERSHIP ENTITLEMENTS

- a. All entitlements and entry into any BRC Fitness & Wellness Centre is revoked if a member's account is in arrears in excess of \$30.00.
- b. If your automatic direct debit reverses or is returned to us by your financial institution the following process will apply:
 - i. Barkly Regional Council or Stripe will attempt to contact you about retrying the debit.
 - ii. If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal along with any late fees that apply.
 - iii. If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the Club.
 - iv. If unpaid fees remain outstanding and after attempts by us to rectify the arrears, your membership may be forwarded to a collection agency for further action.
- c. Barkly Regional Council reserves the right to vary the process set out in this clause 12 by providing you with one month advance written notice of any changes.

13. CANCELLATION / TERMINATION

A cancellation request should be provided to your club as follows:

- a. During Cooling Off Period:
 - i. Your membership is subject to a seven (7) business days cooling off period.
 - ii. The cooling off period applies to new memberships only and does not apply to membership transfers or renewals.
 - iii. The cooling off period starts from the date the agreement is entered into (the date the agreement is signed) and ends at close of seven (7) business days later.
 - iv. Your membership can be cancelled during the cooling off period by contacting BRC via the contact details as listed on the website.
 - v. All monies paid will be refunded with the exception of an administration fee of \$99 which shall be payable by you if your Barkly Regional Council membership card and/or 24.7 access pass or any other merchandise you received on joining are not returned within 7 days of termination of this agreement.
- b. Permanent Sickness or Physical Incapacity:
 - i. Barkly Regional Council requires a medical certificate stating that you cannot utilise any fitness services or facilities because of your permanent illness or physical incapacity.
- c. Cancellation for any other reason (within Minimum Term):
 - i. You may terminate your membership agreement before the expiry of the Minimum Term (or payment amount) if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at time of cancellation request.
 - ii. The cancellation fee, if more than 6 months remaining on the Minimum Term of the Agreement, is \$205 and, if there is less than 6 months remaining on the Minimum Term of the Agreement, is \$115 or the amount of the future membership fees payable – whichever is the lesser.
 - iii. Barkly Regional Council requires you to contact them via the contact details as listed on the website advising of your cancellation request.
- d. Cancellations after completion of Minimum Term:
 - i. Barkly Regional Council requires you to contact them via the contact details as listed on the website advising of your cancellation request.

- ii. There will be a period of notice of 28 days unless otherwise specified, from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full.
- iii. The notice period will exclude suspension or payment break time applied to your membership.
- iv. Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Barkly Regional Council and/or Stripe.
- v. You shall not consider that your membership agreement has been terminated until such time as this is confirmed in writing to you by Barkly Regional Council (not more than 14 days after the termination date). Termination of your membership agreement will also terminate the Direct Debit Request Authority.
- e. Ongoing Membership Agreements:
 - i. If your contract is designated as an Ongoing Membership on the front page you acknowledge that unless you provide notice of termination of your membership prior to the end of the minimum period your membership fees will continue to be deducted until you give Barkly Regional Council 28 days notice of your intent to end your membership.
 - ii. If your contract is designated as a Fixed Term Membership you acknowledge that it will terminate at the end of the term displayed on the front page of this contract unless you renew prior to that date.
- f. Termination by BRC Fitness & Wellness Centres
 - i. Barkly Regional Council reserves the right to terminate this membership agreement in any of the following circumstances:
 - 1. You fail to abide by any of the criteria listed in the Conditions of Entry (posted in your Club) or the obligations listed in this agreement; or
 - 2. If Barkly Regional Council reasonably believes that you have engaged in inappropriate conduct; or
 - 3. The temporary or permanent closure of the club where a suitable replacement club is not available for the membership to transfer; or
 - 4. To protect the health and safety of you or other members.
- 14. NON-STAFFED 24 HOUR OPERATION (Applicable to all members)
 - a. You acknowledge and agree that upon receiving a 24.7 Access Pass you have completed a Barkly Regional Council 24.7 safety induction and agreed to abide by the terms and conditions set out in the Barkly Regional Council 24.7 waiver or 24.7 Access Policy.
 - b. Members under the age of 18yrs are not able to access Barkly Regional Council clubs during unstaffed hours.
- 15. CCTV
 - a. You acknowledge and understand that Closed Circuit Television will be installed within appropriate applications within each club and surrounds as a strategic component for team member, member and contractor safety and crime and misconduct prevention.
 - b. You consent to being filmed under CCTV for these purposes and understand that Barkly Regional Council will only use and store your image in accordance with its Privacy Statement and CCTV Policy.
- 16. TRANSFER OF MEMBERSHIP BY THE MEMBER
 - a. You may transfer your membership in the following circumstances at Barkly Regional Council's reasonable discretion:
 - ii. the membership is a 12 month or greater, direct debit membership; and
 - iii. the membership is within the Minimum Term; and
 - iv. the person you are transferring the membership to is a non-member of a Club and has not been a member of a Club in the past 3 months.
 - b. Upon transfer the new member will be required to pay a fee of \$99.00 for membership set-up.
 - c. Transferees of a membership are subject to the same Barkly Regional Council membership terms and conditions as the transferor.
- 17. DAMAGE & PERSONAL INJURY

To the extent permitted by law, Barkly Regional Council and Stripe excludes any liability to the Member in Agreement, 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 Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with this Membership Agreement and/or the services/products provided by Barkly Regional Council and/or Stripe, and/or any act or omission of Barkly Regional Council and/or Stripe.

18. SAFETY, MAINTENANCE & SERVICE DEMAND

From time to time Barkly Regional Council may be required to make changes to the operation of the premises, these may include:

- a. Changing the operating (or staffed hours in a 24.7 club) hours to suit demand.
- b. Changing the availability of facilities or services within the Club.
- c. Closing off part of the premises or equipment for maintenance or safety reasons.
- d. Changing General Conditions of Entry.
- e. Where this occurs Barkly Regional Council will provide reasonable notice on the Club notice boards, at reception, the Barkly Regional Council website or social media accounts.

19. MEMBERSHIP FREEZE

- a. A membership freeze (suspension of payments) may be possible under the terms of your Membership Agreement. Payments may be frozen for a minimum of 2 weeks at a time for whatever reason so long as the total time frozen within 12 months does not exceed 4 weeks. You must first need to contact Barkly Regional Council at least 3 days prior to the date of the first frozen payment due date. The period of any membership freeze will be added to its Minimum Term so that the sum of the instalments payable for the Minimum Term shall remain the same regardless of any membership freeze.
- b. If your membership type provides for a free membership freeze, no fee shall apply for the period of the membership freeze. After that period of free membership freeze, any additional freeze shall be charged at a cost of \$5.00 per fortnight.
- c. If your membership type do not provide for free membership freeze, there is a charge of \$5.00 per fortnight while the Membership Agreement is frozen.
- d. If your membership is frozen, your club access and other membership entitlements are also frozen until such time as you remove your membership freeze.

20. PAYMENTS BY DIRECT DEBIT

- a. If paying by Direct Debit:
 - v. the Member agrees to pay the instalment amount at the agreed payment frequency until this Agreement is terminated in accordance with clause 13.
- b. Should there be any arrears in payments the Member authorises Barkly Regional Council to debit the outstanding balance in order to bring the account up to date.

21. PRIVACY

- a. Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Barkly Regional Council or Stripe in accordance with the provision of their Privacy Statements.
- b. Stripe Privacy Statement can be obtained from its website www.Stripe.com.
- c. Barkly Regional Council's Privacy Statement can be obtained from its website www.barkly.nt.gov.au

22. DEBT COLLECTION AGENCIES

- a. If paying by Direct Debit, upon default by you in regard to any obligation under this Agreement and failure to remedy the default after notification by Barkly Regional Council:
 - i. you authorise Barkly Regional Council to notify any debt collection agency of the default;
 - ii. Barkly Regional Council may, at its sole discretion, terminate the membership agreement at which time the full outstanding balance for the remainder of the Minimum Term or payments (including any current arrears) shall be due in full; and
 - iii. you authorise Barkly Regional Council to add to the outstanding debt a fee of \$50 and an amount equivalent to 25% of the full outstanding balance (being Stripe' expenses reasonably incurred in collecting the debt) upon initial referral to the debt collection/credit reporting agency.

23. ENTIRE AGREEMENT

- a. This Agreement and its Annexures, the DDR Service Agreement (if paying by Direct Debit), and any Special Terms & Conditions listed on the website constitute the entire agreement, understanding and arrangement (express and implied) between the Member, Barkly Regional Council and Stripe relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.
- b. The issuer of the billing service is Stripe Payments Australia Pty Ltd (ABN 66 160 180 343).

ANNEXURE A - DIRECT DEBIT REQUEST (DDR) TERMS AND CONDITIONS

1. INITIAL TERMS

Stripe will debit your nominated account for the amounts and at the frequency of payments as agreed between us on the Stripe DDR Membership Agreement signed and accepted by you.

2. CHANGE OF TERMS

In the unlikely event that the initial terms are to change, they can only do so in accordance with your Contract and we must give you at least 14 days' notice of the changes including if applicable the new amount, new frequency and next debit date.

3. DEFERRING OR STOPPING A PAYMENT

Should you wish to defer a payment to another date you must contact Stripe before the date of that payment to request the deferment. Deferments are entirely at the discretion of Stripe and will depend on the length of deferment, the current state of your account and your past history. You may request us to stop an individual payment however you will still be liable to make this payment by some other method or your account will become Overdue

4. ALTERING THE SCHEDULE

Should you wish to alter the payment frequency or Day to Debit contact Barkly Regional Council and at our discretion in most instances we will be able to make the changes you require. There may be a fee charged for this service (details of any fees payable can be obtained by contacting BRC). Any changes made will not affect the total amount you would otherwise have paid over the Minimum Term of your Contract.

5. SUSPENDING THE PAYMENTS

Suspension of payments may be possible under the terms of your Membership Agreement. Payments may be suspended for a minimum of 2 weeks at a time so long as the total time suspended within 12 months does not exceed 4 weeks. In order to suspend payments you should contact Stripe at least 3 days prior to the date of the first suspended payment. There is a charge of \$5.00 per fortnight while the Membership Agreement is suspended unless a different fee is specified on the front of this Contract. Any time spent on suspension will be added onto the Minimum Term of the Membership Agreement so that the sum of the instalments payable for the Minimum Term or number of payments shall still be payable regardless of any suspension or suspension charges made.

6. CANCELLING THE PAYMENTS

You can cancel this Direct Debit Request Authority by requesting this of Barkly Regional Council or your bank. Cancellation of the authority to debit your account will not terminate this Membership Agreement or remove your liability to make the payments you have agreed to.

7. DISPUTES

If you dispute any debit payment, you must notify Barkly Regional Council immediately. Barkly Regional Council will respond to your dispute within 7 working days and will immediately refund the amount of the debit if we are not able to substantiate the reason for it. If you do not receive a satisfactory response from us to your dispute contact your financial institution who will respond to you with an answer to your claim within 5 business days if your claim is lodged within 12 months of the disputed drawing, or within 30 business days if your claim is lodged after 12 months from the disputed drawing.

8. NON-WORKING DAY

When the day to debit falls on a weekend or public holiday the debit will be initiated on the next working day.

9. DISHONoured PAYMENTS

It is your responsibility to ensure that on the due date clear funds are available in your nominated account to meet the direct debit payment. Should your payment be dishonoured Stripe will debit you an additional \$10 with your next payment and may, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. Stripe may debit other fees or costs involved with debt collection in accordance with the terms and conditions of the Contract (refer to clause 22 Debt Collection Agencies).

10. ENQUIRIES

All enquiries should be directed to Barkly Regional Council and should be made at least 1 working day prior to the next scheduled debit date.

11. YOUR OTHER RESPONSIBILITIES

In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide Barkly Regional Council with a new account number

Waivers

WAIVER

RISK WARNING AND LIABILITY EXCLUSION

IMPORTANT NOTICE - THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS - PLEASE READ IT CAREFULLY

1. I agree that BRC Fitness & Wellness Centres ('Barkly Regional Council'), as a supplier of recreational services, will supply services to me including, but not limited to, health clubs and facilities, fitness equipment fitness classes and/or training programs ('the recreational services');
2. I acknowledge that whilst Barkly Regional Council, its officers, employees, servants or agents take measures to make the recreational services as safe as is possible, there is a risk that I could be personally injured as a result of my use and/or participation in and/or reliance on the recreational services:
3. I understand that any personal injury may result from my actions, the actions of others or equipment failure, and may be life threatening or result in severe or permanent disability or death;
4. I agree that I will, at my own risk, use and/or participate in and/or rely upon the recreational services:
5. I agree that Barkly Regional Council, its officers, employees, servants or agents will not be liable to me or my dependants, for personal injury or death suffered by me due to the:
 - 5.1 recreational services not being supplied with due care and skill or not being reasonably fit for their purpose or for breach of any other consumer guarantees applied by the Australian Consumer Law of this State: and/or
 - 5.2 negligence, breach of contract and/or breach of statutory duty of Barkly Regional Council:
6. I agree that I will indemnify Barkly Regional Council, its officers, employees, servants or agents for and against all liability to me or my dependants, for personal injury suffered by me due to the
 - 6.1 recreational services not being supplied with due care and skill or not being reasonably fit for their purpose or for breach of any other consumer guarantees applied by the Australian Consumer Law of this State/Territory; and/or
 - 6.2 negligence, breach of contract and/or breach of statutory duty of Barkly Regional Council:
7. I understand that this Risk Warning and Liability Exclusion is not intended to exclude, restrict or modify liability which cannot lawfully be excluded, restricted or modified: and
8. I acknowledge that this Risk Warning and Liability Exclusion is governed by the laws of the State/Territory in which is it signed.

AGREEMENT & SIGNING

I have read this Risk Warning and Liability Exclusion, understand its content and have signed below acknowledging this in accordance with my own free will, or

I am the parent or legal guardian of a member who is a minor. I have:

- (a) agreed to accompany and control the minor at all times whilst the minor is using and/or participating in and/or relying on the recreational services supplied to the minor by Barkly Regional Council: and
- (b) read this Risk Warning and Liability Exclusion. understand its content and agree to bind the minor to the terms of same.

I agree to be bound by the above.

Signature:	
Name:	
Date:	

24/7 INDUCTION

BRC FITNESS & WELLNESS CENTRES 24.7 INDUCTION

Terms and Conditions - 24.7 Active Pass

You will require your 24 7 Active pass to access the club in un-staffed hours and must swipe this at the front door to gain entry to the club. You are required to pay for the Active pass and complete the Barkly Regional Council Safety Induction before you gain access to the club and receive the Active Pass

For member's safety, you cannot ask another member to give you access to the club in unstaffed hours. If your Active Pass is not working, lost or stolen, you must notify the club immediately. You may still access the club during staffed hours. A replacement fob fee of up to \$39 applies to gain 24.7 accesses to the club.

The member acknowledges and agrees that they must not admit guests, or let anyone else use their 24 7 Active Pass at any time to a Barkly Regional Council 24 7 club outside staffed hours. If you breach this term you will be notified by Barkly Regional Council and be debited by our billing provider an initial tailgate fee of \$100. Subsequent breaches will incur another \$100 tailgate fee and your membership may be cancelled. If you deliberately use the emergency system inappropriately, you agree to pay any costs, loss or damage incurred because of this inappropriate use.

Members under the age of 18yrs are not able to access Barkly Regional Council clubs during unstaffed hours.

General Information

You will read and follow all safety instructions displayed on equipment and throughout club

All belongings must be secured in lockers; Barkly Regional Council will take no responsibility for lost or stolen items.

The club is monitored by CCTV at all times

EMERGENCY /SECURITY PROCEDURES

You have been shown and given instruction on location and how to use:

- Your Active Pass to access the club
- Duress Pendant you must wear the Duress Pendant if you are the only person in club
- Emergency Evacuation Plans and Exits and will exit the building immediately the Fire /Evacuation alarm sound
- First aid kit and Incident report: if you sustain an injury you are to complete Incident report and place in secure drop box.
- AED/ Automated External Defibrillator
- Aware of club staffed hours and non-staffed hours and will keep up to date with changes as displayed at entrance

EQUIPMENT

You have been given instruction on how to use the following equipment and will follow all safety requirements for use of

- Treadmill: (check Treadmill before stepping on to ensure not moving / wear safety clip or how to use Emergency Stop button)
- Bench press: (not to be used without a spotter for assistance)

You will not use equipment if you are not sure on how and will seek further assistance from a Barkly Regional Council employee before using equipment

If you find or become aware of a fault with equipment you will cease using the equipment and position an out of order sign onto the faulty piece of equipment. You will be required to record the issue in maintenance log located at Emergency Information Station.

If you use another 24 hr Barkly Regional Council club, you will locate the information station and read all information displayed. You will ensure that you have read the emergency evacuation plan and can locate all emergency exits, emergency intercoms and duress lanyards in each respective club of use.

By using a Barkly Regional Council 24 hr facility you acknowledge certain inherent risks in relation to the use of facility and equipment, and those risks and safety procedures have been explained.

Signature:	
Name:	
Date:	

Things that you need to know

- ☐ I have read through this electronic form including the attachments in full before signing.
- ☐ Please use a towel when exercising and wipe down equipment when required.
- ☐ Please put weights and equipment away after use.
- ☐ Fully enclosed sports shoes must be worn during workouts for safety reasons.
- ☐ Lockers are available and are located in the change rooms. Belongings are left at your own risk.
- ☐ You may be requested to leave the club as a result of abusive or threatening language/behaviour.
- ☐ Treadmill safety: Please ensure treadmill belt has stopped before you step on or off.
- ☐ Bench press: Not to be used without a spotter for assistance.