

Office Hours: Monday - Friday 8.30am - 5.00pm

P. 07 4741 2900

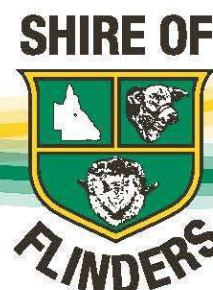
PO Box 274 Hughenden Q 4821

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34 Gray St, Hughenden Q 4821

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## COMMUNITY GYM AGREEMENT

Gym Fees, Terms and Conditions, Physical Activity Readiness Questionnaire (PAR-Q) & Membership Agreement Form

Gym Fees – Adults (18years and over)		
Joining Fee (One Off Fee)	Per Person	\$25.00
Admission	1 x month	\$25.00
Admission	2 x months	\$45.00
Admission	3 x months	\$65.00
Admission	6 x months	\$125.00
Admission	12 x months	\$245.00
Admission (Casual)	Per Session	\$5.00
Replacement Membership Token	Per Replacement	\$20.00

Gym Fees – Pensioners / 16yrs to 17yrs		
Joining Fee (One Off Fee)	Per Person	\$25.00
Admission	1 x month	\$20.00
Admission	2 x months	\$35.00
Admission	3 x months	\$50.00
Admission	6 x months	\$80.00
Admission	12 x months	\$155.00
Admission (Casual)	Per Session	\$5.00
Replacement Membership Token	Per Replacement	\$20.00

**Note:** Applicants must be 16 years or older. If an Applicant is between 16-17 years at the date of Membership Application, this Membership Agreement must be signed by a Parent or Guardian.

### Terms and Conditions of Membership Registration and Agreement

#### 1. INTRODUCTION

This Agreement outlines the rights and responsibilities relating to the Applicant's entitlements during the Membership Period to use the Flinders Shire Council Gym.

#### 2. DEFINITIONS

In this Agreement, unless the contrary intention appears:

- (a) **Applicant** means the person specified as the applicant on the Membership Registration & Agreement Form, or the parent or guardian of the Applicant if the Applicant is between the ages of 16-17 years.
- (b) **Gym** means the Flinders Shire Council Gym, located at Resolution Street, Hughenden QLD 4820 including any equipment and ancillary facilities contained at the Flinders Shire Council Gym, and any facility associated with the operation or maintenance of the Flinders Shire Council Gym.
- (c) **Council** means Flinders Shire Council  
ABN 24 420 911 643 of 37 Gray Street,  
Hughenden QLD 4821  
Phone: (07) 4741 2900

Email: [flinders@flinders.qld.gov.au](mailto:flinders@flinders.qld.gov.au).

- (d) **Membership Token** means the membership access code or token used to access the Gym as issued by Council upon granting the Applicant access to the Gym.
- (e) **Membership Fee** means the fee specified on the Membership Registration & Agreement Form, according to the Membership Period selected.
- (f) **Membership Period** means the period from the date of commencement at the Gym to the date of registration expiry, according to membership fees paid.
- (g) **Membership Registration & Agreement Form** means the form entitled as such and annexed to the front of this Agreement.

#### 3. LEGALLY BINDING AGREEMENT

The Applicant acknowledges and agrees that:

- (a) this document is an agreement between the Applicant and Council and is binding upon them;

- (b) by signing this Agreement, the Applicant unconditionally accepts the terms and conditions contained in this Agreement;
- (c) Council shall be taken to be a party to this Agreement upon receiving a signed copy of this Agreement and Council communicating in writing to the Applicant that their application for use of the Gym has been accepted;
- (d) prior to using the Gym, the Applicant has paid the Membership Fee to Council;
- (e) they are 18 years or older at the time of signing this Agreement, and not under any other legal disability. If under 18 years of age, a parent or adult guardian has signed this Agreement.

#### **4. COMMENCEMENT AND EXPIRY**

- (a) This Agreement commences, and is taken to be binding on the parties, when the Applicant returns a duly executed copy of this Agreement to Council and Council provides the Membership Token to the Applicant.
- (b) This Agreement expires on the earlier of the day the Membership Token is returned by the Applicant to Council, or the day Council terminates this Agreement.

#### **5. OBLIGATIONS AND ACKNOWLEDGMENTS**

- (a) In consideration for Council providing the Applicant with a Membership Token, the Applicant acknowledges and agrees to comply with the terms of this Agreement, including but not limited to granting an indemnity in favour of Council.
- (b) The Applicant agrees to adhere to any policies, procedures or rules implemented by Council at the Gym, and acknowledges that any breach of those policies, procedures or rules will constitute a breach of this Agreement.
- (c) The Applicant agrees to advise the Gym of any changes of their address and/or phone number.
- (d) The Applicant acknowledges and agrees that if Council installs closed circuit television ("CCTV") to monitor the security, use and safety of the Gym, the Applicant expressly consents to the collection, use and disclosure of the CCTV by Council in accordance with all privacy legislation and Council policies. Council may for its own purposes use video taken in the Gym without further permission of the Applicant. The Applicant specifically agrees that Council may use video without the further permission of the Applicant. Such purposes may include investigation of breaches of these conditions of use and any laws. Council may provide any footage to the Queensland Police Service or other entities for further investigation if required.

#### **6. GYM ACCESS**

- (a) The Applicant may access the Gym using the Membership Token.
- (e) Membership Tokens are only issued to individual approved applicants. The Applicant must not provide their Membership Token to other persons or permit other persons to enter the Gym by use of their Membership Token.

- (f) Council reserves the right to change access hours or prevent access at its absolute discretion without reason and without notice.
- (g) No exclusive use or access is granted under this Agreement.
- (h) Council does not guarantee access to the Gym under this Agreement. Access may be denied at any time due to the operational or other requirements of Council.

#### **7. CANCELLATION, TERMINATION, TRANSFER**

- (a) Either party may terminate this Agreement upon providing seven (7) days' written notice to the other.
- (b) Where Council terminates this Agreement under clause 7(a), Council shall reimburse any fees paid in advance for use of the Gym (if any) as soon as practicable after this Agreement comes to an end.
- (c) No monies are refundable if the Applicant terminates this Agreement prior to the end of their Membership Period, except in accordance with clause 7(d).
- (d) Despite clause 7(c), Council has discretion to consider refund requests for other reasons.
- (e) The Applicant acknowledges and agrees that this Agreement is personal to the Applicant, and the Applicant cannot assign or transfer their rights under this Agreement, and this Agreement does not confer rights on any other person other than the Applicant (including, without limitation, any invitees or guests of the Applicant).

#### **8. REPLACEMENT TOKEN FEE**

- (a) The Membership Token deposit as per the Membership Registration & Agreement Form, is refundable on return of the token.
- (b) If a Membership Token is lost, destroyed, or damaged and requires replacement, a token is available through Council for an additional \$10.00, non-refundable deposit.

#### **9. INCREASE IN FEES**

- (a) Membership Fees may increase at any time but will only affect new Applicants or expired members.
- (b) Membership Fees will be as recorded on the *current* Membership Registration & Agreement Form.

#### **10. DAMAGE TO THE GYM**

- (c) Council reserves the right to demand payment for damage from any Applicant who wilfully or negligently damages Council's property.

#### **11. SAFETY, MAINTENANCE & SERVICE DEMAND**

Council may from time to time:

- (a) close off any part of the Gym or isolate any piece of equipment for maintenance or safety reasons;
- (b) change the hours of opening and closing, alter class timetables, or prevent access at Council's absolute discretion and without notice; or
- (c) vary Gym rules.

#### **12. UNMANNED FACILITY**

- (a) The Gym is an unmanned facility.

- (b) Council does not provide monitoring or supervision at the Gym.
- (c) Applicants attending the Gym may be exposing themselves to the potential for serious injury, including death.
- (d) The Applicant expressly indicates an understanding of the risks associated with undertaking activities in an unmanned gym and hereby releases, indemnifies, and holds harmless Council, their respective officers, affiliates, agents, and employees, in the event that the Applicant suffers personal loss, is injured, or killed in the Gym.
- (e) The Applicant provides this release with the intention that this release shall be as broad and inclusive as the laws of the state allow.
- (f) The Applicant acknowledges and agrees that they must not admit guests at any time to the Gym.
- (g) The Applicant agrees that if clause 12(f) is breached then the following consequences shall flow:
  - (i) the Applicant's access to the gym may be immediately suspended for a period as determined by Council's Facilities Manager or delegate; or.
  - (ii) the Applicant's membership may be immediately cancelled.

### **13. DAMAGE & PERSONAL INJURY**

- (a) The Applicant agrees that its use of the Gym is solely at the Applicant's own risk, and the Applicant uses the Gym and all associated facilities on an "as is where is" basis.
- (b) The Applicant warrants that they are physically and medically fit to undertake activities at the Gym and that they have sought advice from medical professionals about their suitability to carry out activities at the Gym.
- (c) The Applicant warrants that it will use any equipment at the Gym safely and consistently with the manufacturer's requirements.
- (d) The Applicant acknowledges that all items of personal property are brought into the Gym at Applicant's own risk and are not the responsibility of Council.
- (e) The Applicant acknowledges that there may be inherent dangers and high risk to persons and property posed by factors including but not limited to the following, and the Applicant understands and accepts those risks when using the Gym:
  - (i) the nature of the Gym including any equipment;

- (ii) the condition of the Gym including any equipment;
  - (iii) the presence of hard and/or uneven surfaces and the consequent risk of trips, slips and falls;
  - (iv) the intentional, careless, reckless, or negligent acts and omissions of persons at the Gym, including persons not authorised to be there.
- (f) Council (including its employees, representatives, contractors, or any associated entity who performs services on behalf of Council) is not liable to the Applicant in contract, tort or otherwise whatsoever for any loss or damage (including consequential loss) to any person or property arising from the occupation and use of the Gym by the Applicant or others, including but not limited for:
    - (i) death, illness, or injury suffered at the Gym by the Applicant or any other person, howsoever caused; or
    - (ii) loss or destruction of or damage to property at the Gym, howsoever arising.
  - (g) The Applicant indemnifies Council from and against any claim, damage, loss, or expense suffered by Council or others as a result of the use of the Gym by the Applicant.

### **14. BREACH OF TERMS & CONDITIONS**

- (a) Council may terminate this Agreement immediately upon notice to the Applicant in the event of the Applicant's breach of a term of this Agreement.
- (b) Where Council terminates this Agreement under clause 14(a), the Membership Token must be immediately returned to Council.

### **15. PRIVACY**

Your "personal information" (as defined in the *Privacy Act 1988 (Cth)*) will only be used by Council to complete membership registration, in accordance with the disclaimer on the Membership Registration & Agreement Form.

### **16. SEVERABILITY**

If any part of this Agreement is or becomes void or unenforceable then that part shall be severed, and the provisions that are not void or unenforceable shall remain in full force and effect, unaffected by the severance.

### **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement, understanding and arrangement (express and implied) between the Applicant and Council, and supersedes and cancels any relevant previous agreement, understanding and arrangement whether written or oral.

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P. 07 4741 2900

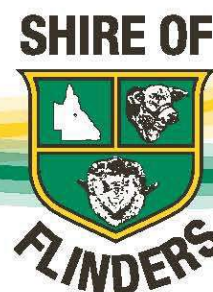
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## Hughenden Community Gym Rules

### Opening Hours and Contacts

- Monday to Sunday – open 24/7
- To report all damages and misconduct, please contact (07) 4741 2900 during business hours or 0448 729 208 after hours.

### Gym Etiquette

- No food or drinks besides bottled water.
- Appropriate gym dress – Includes clean clothing & athletic shoes (joggers/sneakers).
- Please use a towel when laying down.
- Sanitise equipment after use – wipes provided.
- Use equipment appropriately, improper use of equipment will not be tolerated.
- Only use equipment if you know how to.
- External speakers are not permitted (headphones only).
- Return all equipment to their designated areas after use.
- Turn off lights & fans when leaving. Air conditioners to remain on at all times at 23 degrees.
- No smoking in this facility.
- All members must be considerate of others.
- Use a spotter where necessary and think before you lift.
- Do not drop weights and use weight mats if handling weights away from their respective racks.
- Put back equipment when finished.
- Do not disrespect or distract other members.

### Gym Toilet

- The gym toilet is located outside the gym, on the end of the pool canteen. Exit the rear of the gym and follow the signs. This toilet is a unisex toilet. Please keep the facility tidy.

### Duress System

- The gym is equipped with several duress alarms throughout the gym for users' safety.
- Duress Buttons – Located at each door, these alarms can be pressed to activate.
- Duress Lanyards (x2) – Located at the front door, these alarms can be pressed to activate. Please return them to the hanging hooks at the front door after use.
- Voice Activated Duress – The voice activated duress alarm is activated when the user says "help, call 000".

**This system is not a toy and is to be used for EMERGENCIES ONLY.**  
**Misuse of this system will result in the user's membership to be cancelled.**

## Flinders Shire Council Community Gym

### Membership Agreement Form

Please CAREFULLY READ the terms and Conditions before you sign this form. Council recommends you request clarification and or seek professional advice if you do not understand any part of this form or the Terms & Conditions.

Applicant Details		
<b>Applicant Name:</b>		
<b>Date of Birth:</b>		
<b>Parent/ Guardian Name:</b> <i>(If applicant is 16 or 17 years)</i>		
<b>Relationship to applicant:</b>		
<b>Residential Address:</b> <i>Street no., Street name, Town, and Postcode</i>		
<b>Contact Phone:</b>	<b>Primary:</b>	<b>Mobile:</b>
<b>Email:</b>		
Membership Agreement Acknowledgement		
<ul style="list-style-type: none"> <li>I have read, understood, and agree to be bound by the Terms &amp; Conditions provided with this form.</li> <li>I warrant that I have obtained medical advice and I do not suffer from any medical conditions that might affect my ability to safely use the Gym.</li> <li>I have completed the Physical Activity Readiness Questionnaire (PAR-Q) attached.</li> </ul>		
<b>Applicant Signature:</b> 18 years and over	<b>Date:</b>	
<b>Parent/ Guardian Signature:</b>	<b>Date:</b>	
<b>Privacy Collection Notice</b>	<i>Flinders Shire Council is collecting your name, residential address and telephone number in accordance with the Local Government Act 2009 in order to process your application. The information will only be accessed by employees and/or Councillors of Flinders Shire Council for Council business related activities only. Your information will not be given to any other person or agency unless you have given us permission, or we are required by law.</i>	
Office Use Only		
<b>Receipt Number:</b>	<b>Received by:</b>	<b>Date:</b>
<b>Content Manager Reference:</b>		<b>Recorded Date:</b>



## Flinders Shire Council Community Gym

### Physical Activity Readiness Questionnaire (PAR-Q)

(If applicant is between 16-17 years this is to be completed by Parent/Guardian)

<b>Further information/past and current injuries</b>	
<b>Are you on any medication?</b>	
<b>Have you had surgery in the past 12 months?</b>	

**Yellow** = High Risk. All other moderate risk.

Medical Condition	YES	NO	Medical Condition	YES	NO	Medical Condition	YES	NO
<b>Epilepsy</b>			High cholesterol			<b>Hernia</b>		
Thyroid condition			Diabetes			<b>Stroke / heart condition</b>		
Recent back or neck problems			History of asthma or breathing difficulties			<b>Any exercise induced condition</b>		
Other joint or muscular problems			Any chronic illness or disease			<b>Chest pains</b>		
Arthritis / Osteoporosis			<b>High blood pressure</b>			<b>Pregnant</b>		
<b>Dizzy spells</b>			<b>Recent major injury</b>			Circulation problems		
Please specify if YES:								

*\*If you answer YES to any of the yellow items, it is strongly advised to consult your doctor before visiting the Gym.*

I agree that I have disclosed all relevant information in writing as per the above. I agree that I have made the Council aware of all physical, mental or health conditions, which could be aggravated, worsened or be impaired by physical exercise or participation in programs.

If an incident occurs whilst I am attending or using the Hughsden Community Gym, I agree to immediately report the details of the incident to a FSC Officer at the earliest convenience.

Signature (Member): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_