



Southport SLSC Aquatic Membership

Personal Details

Name: _____ Gender: _____

Street Address: _____

Suburb: _____ Post Code _____

Phone: (home): _____ (mobile): _____

Email: _____ Date of Birth: _____

Emergency Contact Name: _____ Phone: _____ Relationship: _____

Membership Details

Weekly Aquatic	\$12.95/week	On a fortnightly
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Payment Details

Direct Debit (Please note any transaction fees that may apply to your preferred payment method)

Bank Account Debit

Account name: _____ BSB: _____ Account number: _____

Credit Card Debit

Name on Credit Card: _____ Credit Card Type: _____

Credit Card No: _____ Expiry Date: _____

OFFICE USE ONLY

Access Card Number: _____

Join Date: _____ Commencing on: _____ / _____ / _____ Staff signature _____

Notes/Others: _____



MEMBERSHIP CONTRACT

Membership Contract Terms & Conditions

1. Definitions

- a. Agreement means terms outlined herein and in the Membership Options Summary, Club Policies, Club Rules and the Privacy Policy. The Club reserves the right, in its sole discretion, to amend this Agreement by providing you with a Written Notice.
- b. Billing Account or Card means the bank account or credit card nominated by you on the Direct Debit Request Form and in the Membership Contract to have your Weekly Membership Fees deducted from.
- c. Club means The Golden Door Spa & Health Club, located at 73 Seaworld Drive, Main Beach, Queensland.
- d. Club Rules mean the Club rules as amended from time to time, which are to be displayed at the Club and published on the Club's website.
- e. DD Membership means a membership, with Weekly Membership Fees being paid in advance through recurring periodical direct debit payments.
- f. Direct Debit Request Form means the direct debit authority form as supplied by the Payment Provider.
- g. Dishonour Fee means a \$15.00 (incl GST).
- h. Minimum Membership Period means a period specified for a particular type of DD Membership in the Membership Options Summary which forms part of this agreement.
- i. Payment Provider means the direct debit service provider specified from time to time by the Club, which is currently EzyPay and engaged by the Club to collect fees due under this Agreement and enforce any rights under this Agreement as if it was the Club without any involvement on part of the club or your consent.
- j. Policies means the Club's membership and administrative policies as amended from time to time, which are available at the Club on request and published on the Club's website.
- k. Privacy Policy means the Club's privacy policies as amended from time to time, which are available at the Club on request and published on the Club's website.
- l. Unstaffed Hours means hours during which the reception of the Club is closed as specified from time to time by the Club and displayed at the front reception entry door.
- m. Weekly Membership Fees means the fees that are due and payable by you in advance for having the club facilities and services available to you.
- v. Written Notice means notice in writing, given in person, by email or post to the parties' last known address.

2. Cooling Off Period

- a. You are entitled to a 72 hours cooling off period in which you can cancel your membership receiving a full refund of Weekly Membership Fees paid.

3. Services

- a. You are permitted to use the Club's facilities, equipment and services as limited by your type of membership.
- b. You acknowledge that the lap pool available at the premises is unsupervised and is NOT recommended for use during unstaffed hours or at any such times as specified in this Agreement.
- c. The Club reserves the right to add or delete services, equipment and amenities available under different types of memberships at its sole discretion and introduce new types of memberships as reasonably warranted.
- d. The Club reserves the right to change operating hours to suit demand and/or introduce varying admission hours for different types of memberships.



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- e. You acknowledge that your membership is in your name only and does NOT permit access to anyone by any other name.
- f. You are financially and personally liable and responsible for any use of your membership and membership card by person other than yourself. Allowing a third party to access the club is a serious breach of this agreement and might result in the club suspending or terminating your membership immediately and investigating the matter thoroughly as per clause 4 at your expense. You will also be charged for each instance of the unauthorised third party admission at a rate equal to the current daily casual admission rate and an additional investigation fee as per clause 4(e).
- g. While at the Club you are not permitted to offer any services to nor use any services offered by parties other than the Club, its agents, employees and contractors.

INITIAL

BOXES



5. Change to Details.

- a. You must notify the Club in writing about any changes to your details provided upon signing this agreement. The membership is non-transferable.

6. Weekly Membership Fee

- a. Represents the cost of having the club facilities and services available to you for that period. Fee is considered fully earned on the first day of the period.
- b. The Club may, by giving you no less than 30 days Written Notice, increase the Weekly Membership Fees payable for future periods at any time after the expiration of term paid in advance under the PIF Membership.



7. Payments & Cancellations

- a. You agree to pay all Weekly Membership Fees as set out in this Agreement and agree to be bound by the direct debit terms and conditions as described in the Direct Debit Request Form supplied by the Payment Provider.
- b. You agree to pay all Direct Debit Service and Establishment fees as outlined in the Direct Debit Request Form.
- c. You acknowledge and agree that you will be refused access to the Club if there are any fees outstanding on your membership.
- d. **The DD Membership will cease when you give the company 14 days written cancellation notice.**
- e. For a DD Membership you must make your payments on a fortnightly basis in advance.
- f. You must provide the Club at any time with a signed current Direct Debit Request form as requested by the Club, authorising the Payment Provider to debit the Weekly Membership Fees due for each period from your Billing Account or Card in advance.





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- i. You will be charged a Dishonour Fee in the event that a direct debit payment is dishonoured by your financial institution. Additional fees (bank charges, administrative charges imposed by the Payment Provider, debt collection or legal charges) will apply for any overdue or late payments or any debt collection actions taken by the Payment Provider or the Club.
- j. You acknowledge and agree that the Club may change its Payment Provider and assign or novate all existing Agreements to a new payment provider. In the event that the Club assigns or novates the existing Agreements to a new payment provider, you consent to the Club providing your personal information (including, but not limited to your payment details, to its new payment provider) in accordance with this Agreement.
- k. 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 any unpaid fees, or other fees due to or incurred by the Club.

9. Waiver, release and indemnity

- a. During all such times that you are on the Club's premises both your property and your person shall be at your own risk and you will indemnify the Club, its instructors, agents and employees from any claims, actions or suits related to personal injury or loss of property including ones caused by the negligence of the Club its servants or agents.
- b. You provide the aforementioned indemnity with the knowledge of and in recognition of the possibility of injury or other dangers connected with any form of physical activity including activity usually undertaken in Gyms, Health and Fitness Centres.

10. Liability

- a. If you cause damage to the Club or any equipment you are liable to the Club for the cost of repair or replacement.

11. Physical Condition

- a. You acknowledge that exercise is physically demanding and participation in some activities offered at the Club may pose a risk to your health.
- b. It is your responsibility not to use any equipment which may adversely affect any of your medical conditions.
- c. You hereby represent to your Club, its officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, mental, medical or other condition which may be affected or be aggravated by, or which may result in any sickness, injury or death to you as a result of your use of the Club or its facilities.
- d. You acknowledge that the Club its officers, employees, contractors and agents do not and will not give you any medical advice before or after you use any of the equipment, facilities or services available at the Club.

11. Equipment

- a. You understand and acknowledge that the Club purchases or leases the equipment from a third party and may not be held liable for defective products or equipment.

12. Video and Audio Surveillance and Security

- a. You acknowledge that by accessing the Club you will be a subject to video and audio surveillance and recording, limited to the gym floor area, pool area and after-hours access area. Surveillance is not within the walls of the bathrooms, assessment rooms, or car park.
- b. You acknowledge and agree that the Club will from time to time take a photograph of yourself for security reasons. The photograph will not be used for any other purpose without your consent.



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- b. You acknowledge and agree that you will be requested to leave the Club if you are using abusive or threatening language or behaving in a threatening, abusive or offensive way towards any person in the Club. Your membership can be also suspended or cancelled on these grounds under clause 16.

14. Early Termination for Medical/Extraneous Reasons

- a. You can terminate your membership after the cooling off period if you are unable to use the Services by reason of a long—term sickness or physical incapacity that is likely to continue for a period of not less than 6 months (verifiable by medical certificate provided at your expense by a medical practitioner), by giving at least 14 Business Days written notice to the Club. If you have paid in full membership, you will receive a pro-rata refund for the unused portion of the initial term from the date upon which the termination becomes effective.

15. Termination by the Club

- a. If you breach of any clause of this Agreement including: the Membership Options Summary, Club Policies, Club Rules and the Privacy Policy; the Club may elect to or immediately suspend your entitlement to Services until such time as the breach is rectified to the satisfaction of the Club and issue a Written Notice to remedy the breach.
- b. If you remain in breach after a period of 7 days following the Written Notice given by the Club or repeat the breach, the Club may elect to immediately terminate your Membership.
- c. Suspension of your entitlement to the services under clause 16(a), does not affect your obligation to continue paying the Membership Fee and associated costs.
- d. Upon termination of your membership under clause 16(a), any money owing to the Club at the day of termination are Immediately due. If you hold a PIF Membership the Club will not refund any unused portion of your fees.

17. Assignment

The Club may assign or novate its rights under this Agreement at any time without prior consent

Member/Parent (if under 16) Print Name:

Golden Door Staff Print Name:

Signature:

Signature:

Date:

Date:

DESCRIPTION OF MEMBERSHIP: By signing this Agreement you are purchasing a membership which entitles you to the use of the facilities and services offered by The Golden Door Pty Limited, located at 73 Seaworld Drive, Main Beach, Queensland. You hereby consent to the terms and conditions as outlined and defined in the attached Agreement, Club Rules, Membership policies and Privacy Policies.