

General Conditions

- It is a condition of Mingara One Fitness membership that gym members aged over 18 must be, and remain, members of Mingara Recreation Club Ltd.
- Monthly membership rates may be changed with no less than 30 days notice.
- Membership is personal and may not be lent, sold, swapped, or redeemed.
- Members must present their membership card for admittance to the Centre and may be refused admittance without a valid card.
- Mingara One Fitness reserves the right to cancel the membership that arises from this application, and request the return of the membership card eg. instances of inappropriate behaviour.
- The Centre may assign or transfer the benefit of the membership commitment or the obligations under it, to any person, firm or company at any time.
- This is the entire agreement between the parties and no representation, promises, warranty and/or agreement not contained herein shall be of any force between the parties.
- **Facility Availability** - Mingara One Fitness membership entitles members to use the Centre's fitness facilities and services as they are made available within the Centre from time to time, shared in common with other users. The facilities, services and hours of availability are provided in accordance with the Centre's applicable policies and procedures as amended from time to time at the discretion of the Centre. There may be special conditions imposed from time to time such as the need for advance bookings or the charging of additional fees for special arrangements or services. The availability of a particular facility or service at a particular time is also dependent on the level of usage by others.
- When a junior member turns 18, the membership price will increase to the ordinary 12 month membership rate.

Training Area Conditions

- Appropriate clothing and footwear (sports joggers/runners) must be worn at all times.
- Thongs and sandals are not permitted.
- Towels are required at all times when using equipment or participating in fitness activities.
- For safety and good order, members are not allowed to introduce observers or guests into the gym area.
- Whilst training, members are required to maintain good personal hygiene at all times, will wipe down any equipment after use and generally do everything reasonably necessary to avoid offending or disrupting other users.

Member's Acknowledgements

By signing on the front of this form you are acknowledging that you have read and agree to the following Member's Acknowledgements

- If I choose to use the Centre's lockers, I acknowledge that the Centre does not accept responsibility for any loss or damage to property inside the locker even when locked. If I leave any belongings in a locker, they may be dealt with in accordance with the Centre's general Conditions of Entry and Use.
- I understand that from time to time, equipment and facility availability may change for reasons including; unforeseen circumstances, necessary upgrades, and repairs. Resulting down time (if any) does not constitute grounds for time credits towards, or suspension of, membership terms.
- I am over 13 years of age, and have arranged all consultations and examinations to satisfy myself that I am medically fit to proceed with the normal routine of exercise at all times whilst on the Centre's premises.
- I acknowledge and agree to pay the Centre the cost of replacing or restoring any damage caused by me or any other persons visiting the Centre at my invitation.
- I understand that the amount and extent to which I participate in exercise and other activities at the Centre is my responsibility. My failure to use the Centre's facilities does not constitute grounds for a refund of my membership or excuse me from obligations, financial or other, contained within this agreement.
- I acknowledge that the Centre general Conditions of Entry and Use apply, including the provisions excluding and limiting liability.

Privacy Policy

Mingara Recreation Club Ltd is subject to the provisions of the *Privacy Act 1988*. The Club has a commitment to privacy and safeguarding the personal information of members, other patrons and employees. Any personal information provided by you to the Club will be protected. The Club does not usually disclose your personal information to any other organisation or person unless there is a legal requirement to do so. Your personal information may be used by the Club for marketing purposes, to improve services, and to provide you with the latest information about those services and any new related services and promotions. If you do not wish to receive information about our services and promotions, please indicate that by **ticking this box:**

Mingara One Fitness also undertakes social marketing activities such as Facebook and uploading photographs of members social activities organised by Mingara One Fitness. If you do not wish for your photograph to appear, please indicate by **ticking this box:**

You have a right to access any personal information that the Club may hold about you, including a right of correction of your information. The Club will generally not charge a fee for you to access your personal information. If you require any further information, please contact Mingara One Fitness by telephone on 4349 7825, by email to enquiries@mingaraone.com.au or by mail to PO Box 8003, Tumbi Umbi NSW 2261.