

The Works - Membership Form

PERSONAL DETAILS – PLEASE PRINT YOUR FULL LEGAL NAME

Given Name/s				Family Name		
Date of Birth	/	/	Gender		Student No. <i>(If applicable)</i>	
Email Address						
Postal Address						
Suburb/City				Post Code		
Daytime Phone No.				Mobile No.		
Location (please circle):	Toowoomba		Springfield		Ipswich	
I give permission for USQ staff to send correspondence to me via email.						Yes / No
I give permission for USQ staff to take and use photographs of me for publication including media releases, Facebook & other social media.						Yes / No
How did you hear about us? (please circle):	TV	Posters	Social Media	Referral	Other: _____	

EMERGENCY CONTACT DETAILS

Given Name/s				Family Name		
Relationship to you				Contact Number		

Membership Type <i>(please circle)</i>	3 Month Fee <i>(No Refund*)</i>	6 Month Fee <i>(5% Discount, No Refund*)</i>	1 Year Fee <i>(10% Discount, No Refund*)</i>	Fortnightly Fee	Joining Fee
General *	\$189	\$332	\$630	\$26.95	\$99
Concession *	\$175	\$308	\$580	\$24.95	\$99
Corporate *	\$175	\$308	\$580	\$24.95	\$99
Associates *	\$149	\$270	\$510	\$21.95	\$99
USQ Students *	\$149	\$270	\$510	\$21.95	\$99

* Conditions apply | All prices include GST | All members are granted 24/7 access to The Works completing this application form does not automatically entitle you to a membership, as your application may be subject to further review by The Works. These fees are subject to change as per the discretion of USQ Student Guild Board.

Signature:..... Date:.....



Office Use Only:	Entered by:	Checked by:	Verified by:
Joining Fee \$	Staff member:	Staff member:	Staff member:
Plus Pro-Rata/Term Fee \$
= Total \$	Date:	Date:	Date:
Payment Received: Cash Credit EFTPOS
Member Number:	Staff / Student / Concession Card Sighted:		
Member and Payment Details entered into the system:	Toowoomba	Springfield	Ipswich

ADULT PRE-EXERCISE SCREENING TOOL

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise and Sports Science Australia, Fitness Australia or Sports Medicine Australia for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

Name: _____

Date of Birth: _____ Male Female Date: _____

STAGE 1 (COMPULSORY)

AIM: to identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise. This stage is self administered and self evaluated.

Please circle response

1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	Yes	No
2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	Yes	No
5. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months?	Yes	No
6. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	Yes	No
7. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No

IF YOU ANSWERED 'YES' to any of the 7 questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise

IF YOU ANSWERED 'NO' to all of the 7 questions, and you have no other concerns about your health, you may proceed to undertake light-moderate intensity physical activity/exercise

I believe that to the best of my knowledge, all of the information I have supplied within this tool is correct.

Signature _____

Date _____

Privacy Statement

The Works Health & Recreation Club is wholly owned and operated by the University of Southern Queensland Student Guild (USQ Student Guild). The USQ Student Guild collects personal information in accordance with our Privacy Policy, to assist in providing the best fitness and related ancillary services to suit your needs and to be able to contact you regarding your membership and other associated USQ Student Guild services. Personal information will not be disclosed to third parties without your consent unless required by law. Please review our Privacy Policy for further details.

Terms & Conditions

1. Definitions:

- (a) **Club Rules** means any rules made by The Works as amended from time to time;
- (b) **Joining Fee** means the relevant fee for the membership type as specified in this membership application form;
- (c) **Membership Agreement** means this membership application form, Club Rules and Privacy Policy, as amended from time to time; and
- (d) **Privacy Policy** means The Works Privacy Policy which is available on <http://policy.usq.edu.au/documents/13404PL> or by emailing theworks@studentguild.com.au
- (e) **Start Date** means the start date specified on page one of this Membership Agreement.
- (f) **Terms & Conditions** means these terms and conditions;
- (g) **The Works** means The Works Health & Recreation Club, which is wholly owned and operated by the University of Southern Queensland Student Guild.

2. Membership Agreement

- 2.1 Your membership is governed by the Membership Agreement. Once this membership application form has been authorised by a representative of The Works, you have agreed to a binding contract.
- 2.2 Your membership permits you to use The Works premises, facilities, equipment and services, subject to the terms of your Membership Agreement.
- 2.3 You must pay the relevant Joining Fee upon submitting this completed membership application form.

3. Membership Term

- 3.1 If you purchase a twelve/six/three month membership, the term of your membership will end on the date which is twelve/six/three months after the Start Date in this membership application form (**the End Date**), unless you renew your membership. If you do not renew your membership within 90 days of the End Date, you will be required to pay the Joining Fee to renew your membership. The price of your membership may have changed during the term of your membership and The Works current pricing will be applicable at the time of your membership renewal.

4. Membership Inclusion

- 4.1 All memberships include the use of and access to the gym, multipurpose courts, tennis courts and virtual and group classes. Access to the Tennis Clubhouse is not included in memberships.

5. Sports Court Bookings

Bookings are essential for the use of all sports courts and are subject to availability. Please enquire at Reception for bookings, or phone (07) 4688 077 or email theworks@studentguild.com.au

- (a) No equipment included with bookings.

6. Eligibility for Membership Types

- 6.1 To be eligible for USQ Staff membership (Fit & Well), you must be an executive, professional or academic continuing or fixed term staff member at USQ whose appointment duration is for more than twelve months in a single contract.
- 6.2 To be eligible for an Associate membership, you must be a USQ staff member who is not eligible for USQ Staff membership, or a spouse, de-facto, child, parent, grandparent, grandchild of a USQ staff member or any other person approved by The Works.
- 6.3 To be eligible for a Student membership, you must be currently enrolled in a course at USQ.
- 6.4 To be eligible for Concession membership, you must hold a valid Centrelink concession card, or you must be able to provide proof that you are a student currently enrolled in a course at a University other than USQ.
- 6.5 To be eligible for Corporate membership, you must have a corporate agreement with the USQ Student Guild.

7. Terminating Membership

- 7.1 **30 days written notice** is required for cancellations, and this 30 day period is effective from the date the notice is received by The Works.
- 7.2 You may cancel your membership at no charge if The Works is in fundamental breach of the Membership Agreement.
- 7.3 Subject to clause 5.3, if you cancel your membership for any other reason other than set out in clause 5.1, you must pay 2 fortnightly direct debit payments. Term memberships automatically end at the end of the term period.
- 7.4 If you request the cancellation of your membership due to suffering from a permanent sickness or physical incapacity which prevents you from using The Works.
 - (a) your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and
 - (b) there will be a refund of any unused membership fees.

- 7.5 The Works may terminate your Membership Agreement after a warning has been given to you if you are in fundamental breach of your Membership Agreement.
- 7.6 You may not have to pay the joining fee again if you re-join The Works within 3 months of expiration of your previous membership.
- 8. Deferral of Membership**
- 8.1 You may defer your membership for a minimum of 2 weeks and a maximum 3 months in a year as a direct debit member or 1 month in a year as a term member, provided your period of deferral is in two weeks increments for any reason (including personal, holidays, medical, injury or illness).
- 8.2 You must provide advanced written notice to The Works in order for your membership to be deferred.
- 8.3 Your membership term End Date will be extended by the period of your deferral.
- 9. Amendments to Services**
- 9.1 The Works may from time to time alter the opening hours of the facilities, group fitness timetables, facilities or items of equipment provided, or any other services or products provided, in their sole discretion.
- 9.2 Any changes in accordance with clause 7.1 will be notified to you by The Works prominently displaying the details of the alteration or suspension.
- 9.3 If The Works needs to close temporarily for any reason including, but not limited to renovation and/or building repairs and maintenance, The Works will place your membership on deferral where the closure is greater than 10 days in duration.
- 9.4 Memberships are not transferrable.
- 10. Cooling Off**
- 10.1 You may cancel your membership during the cooling off period. The cooling off period ends at 5:00pm on the second business day after the Start Date in your membership application form.
- 10.2 You must provide written notice of your intention to cancel within the cooling off period. An administration/joining fee of \$99 will be charged for cancelling your membership during the cooling off period.
- 10.3 If you joined while there was a reduced joining fee promotion and decide to cancel your membership during the cooling off period, the full \$99 administration/joining fee will be charged.
- 10.4 Any fees that are required to be refunded after the administration/joining fee has been applied will be reimbursed back to the member within 14 business days of written notice being received by The Works. In determining the fees to be refunded to you, The Works is entitled to deduct from any amount paid by you, the administration/joining fee and usage fees for any visits which have been made during the cooling off period.
- 11. Payments**
- 11.1 You agree to pay all fees as set out in this Membership Agreement.
- 11.2 The Works uses EzyPay to collect Direct Debit payments. If you join under a Direct Debit membership, you agree to allow EzyPay to collect your Direct Debit payments on behalf of The Works.
- (a) If a Direct Debit payment is rejected, a \$10 rejection fee will be charged.
- 11.3 If you purchase an upfront yearly membership, you must pay the fee specified on page one of this membership application form upfront at the time of completing this membership application form.
- 11.4 If you purchase a fortnightly membership, you must pay the fee specified on page one of this membership application form fortnightly in advance.
- 12. Risk and Liability**
- 12.1 You acknowledge and understand that participation in activities at The Works require varying degrees of physical exertion and/or physical risk which may cause your death or personal injury. If you believe there is a risk to your health by participating in a fitness service at The Works, you must inform The Works about the risk in writing.
- 12.2 You are responsible for your personal belongings while at The Works and The Works takes no responsibility for the loss or damage of your personal belongings.
- 12.3 You warrant that you have advised The Works of any medical or physical conditions which you have which may affect your use of The Works facilities. It is your responsibility to update The Works regarding any changes to your condition as soon as you become aware of the change.
- 12.4 The Works accepts no responsibility for any injury or death that results directly or indirectly from the use or misuse of the facilities by you.
- 12.5 You acknowledge and agree that The Works is not liable to you or any other person for:
- (a) any loss or damage of any kind that is directly or indirectly caused by or results from your wrongful, wilful or negligent act or omission; or
- (b) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.
- 12.6 Any representation, warranty, condition or undertaking that would be implied in these Terms & Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 12.7 Despite clause 10.6, nothing in these Terms & Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on you by the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 12.8 To the fullest extent permitted by law, the liability of The Works for a breach of a non-excludable condition or warranty is limited to, at The Work's option, to:

- (a) the supply of the services provided for under the Membership Agreement; or
(b) the payment of the cost of having the services supplied again.
- 12.9 Subject to clause 9.7, you release The Works and its related entities and representatives from any liability or claims relating, but not limited to:
- (a) any personal injury;
(b) loss or damage of your personal property; and
(c) any breach of your obligations;
except to the extent arising from the wilful or negligent acts or omissions of The Works (or any officer, agent or employee of The Works respectively).
- 12.10 Subject to clause 9.7, you indemnify The Works and its related entities and representatives against:
- (a) all losses they incur; and
(b) all liabilities they incur,
directly or indirectly caused by, or resulting from, any wrongful, wilful or negligent act or omission by you.
- 13. Orientation**
- 13.1 You must participate in a 24/7 Access Member orientation and complete the appropriate form prior to commencing using the services and facilities provided by The Works.
- 11.1 The orientation & consultations focusses on various aspects of The Works, including the safe and correct use of equipment, facility layout, amenities and entry and exits, including emergency exits.
- 14. Private Consultation Sessions**
- 14.1 24 hours' notice is required to cancel a Private Consultation session or consultation session. If 24 hours' notice is not given, you will be charged for the session.
- 15. Code of Conduct**
- For USQ Student Guild Members, contractors, The Works Health & Recreation Club members, Social Sports Members, tennis Members, Casual Members and clients in the Club shall be required to be familiar with the Code of Conduct and ensure adherence to the guidelines.
- 15.1 **Respectful Behaviour**
- All Members shall follow the Work Health and Safety requirements, relevant Government Regulations and Legislation and appropriate standards.
 - All members agree to act respectful to other members and staff. This includes appropriate language and generous personal space.
 - Members are not to use their phone, camera or other device to take photos or other footage of gym members, staff or the facilities without consent
 - Members will not reserve equipment with water bottles, towel or other means. Please be courteous when using the equipment, especially during peak times.
 - No smoking or illegal activities in the facilities.
 - Members shall comply with all lawful and reasonable directions given. Complaints arising out of such directions shall be discussed, and attempted to be resolved, with the CEO.
 - Members are encouraged to report to the CEO any behaviour by another member, or employee, they consider to be unethical. This may include behaviour that you believe violates any law, rule or regulation or represents corrupt conduct, substantial mismanagement of company resources, or is a danger to public health or safety or to the environment.
 - Material or behaviour that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate must not be engaged in.
- 15.2 **Dress Code**
- Members shall wear closed in shoes at all times for safety reasons. Barefoot toe shoes and sock shoes are not permitted.
 - Members shall wear workout appropriate clothing on the top and bottom half of the body and remain wearing clothing while in the exercise areas, stadium and courts.
- 15.3 **Use of Facilities**
- Personal belongings are brought on the premises at your own risk. Lockers are supplied for you to store your valuables securely. The Works will not be held accountable for any lost or damaged belongings
 - Members should use a towel on all appropriate equipment. Any leftover bodily fluids should be cleaned up using the courtesy wipes. The towel should be large enough to cover your torso. Hand towels are not acceptable.
 - Any equipment that has been moved during your workout, must be placed back where they belong.
 - No pets are to be brought into the facilities
 - If you damage equipment or other items in the facilities, please notify staff as soon as possible, as it may pose a safety risk to yourself, staff or other members
 - Music or other audio is not to be played loudly while using the facilities. Please use earphones or another device to restrict the sound so only you can hear it.
 - You are only to access your own personal fitness files. You are prohibited to access other members files.
 - You must be over the age of 16 to attend the gym without supervision. If you are between the age of 13 and 16, you must have an adult supervisor with you at all times. The adult supervisor must also be a member of the

facility.

- People under the age of 13 are not permitted in the gym.
- If you require a Carer to accompany you in the gym, the Carer must also be a member. This also applies to therapists and other consultants.

15.4 Use and Release of Information

Public Comment

- Whilst it is recognised that members have the right as an individual to make public comment, Members shall not reveal confidential information in public. Information of a confidential nature shall not be used by an members in any public comment without the prior approval of the Chair, USQ Student Guild.

Security of Information

- Employee and client information is confidential. Any information regarding employees, clients and/or a service shall not be conveyed to another person, without appropriate authorisation.
- All Members shall comply with legislative requirements in respect to policies relating to Confidentiality and Privacy.
- Confidentiality with respect to Business / Finance information and security of Systems Information (Information Technology) shall be adhered to by all Members.

Participation in Media, Seminars and Related Activities

- Members shall obtain the prior written approval of the CEO before addressing Media launches, news stories or seminars organised by professional conference organisers.

15.5 Serious Misconduct

The following list of behaviours is considered to be serious misconduct by concept which will result in disciplinary proceedings and is likely to result in the termination of your Membership and/or possible legal action. This list is not exhaustive, but shall include:

- Wilful or deliberate behaviour which is inconsistent with the membership terms and conditions
- Conduct which causes a serious and imminent risk to a person's health and safety
- Conduct which causes a serious and imminent risk to the reputation, viability or profitability of USQ Student Guild
- Theft
- Being intoxicated or being in possession or under the effects of illegal drugs or substances at visiting/using the facilities
- Serious dishonesty, falsification of Company documentation
- Breaches of confidentiality including the unauthorised accessing or copying of information
- Fraud
- Serious or gross negligence
- Bullying, harassment, victimisation or discrimination
- Assault, violence or aggression
- Failure to carry out lawful direction by USQ Student Guild
- Wilful or negligent damage to property
- Bringing USQ Student Guild into disrepute

16. Indemnity

I AGREE TO RELEASE AND INDEMNIFY the Recreational Activity Provider (USQ Student Guild Trading as The Works Health and Recreation Club) as follows:

- I participate in the activity at my own risk and responsibility.
- I release, indemnify and hold harmless the Recreational Activity Provider (USQ Student Guild Trading as The Works Health and Recreation Club), its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Recreational Activity provider in respect of the injury or damage.
- I have read and understood Terms and Conditions and agree to the same.

Acknowledgement

By signing this Membership Application Form, you hereby acknowledge and agree that:

- the information provided in this Membership Application Form is accurate, honest, true and correct;
- you will promptly notify the Guild of any changes to the details provided in this Membership Application Form; and
- you have received notice of the Terms and Conditions.

Signature of Applicant: **Date** / /

Please Sign Here

Signature of Parent/Guardian: **Date** / /