BRIGHTON BATHS
HEALTH CLUB
EST. 1881

Fitness Lifestyle Wellbeing

YOUR MEMBERSHIP WITH THE MIDDLE BRIGHTON SEA BATHS & GYMNASIUM PTY LTD, T/AS BRIGHTON BATHS HEALTH CLUB
ACN 122209947 ABN 90139180498

TODAY'S DATE:_____

SURNAME:_____GIVEN NAME:_____

DATE OF BIRTH:_____

ADDRESS:_____

SUBURB:_____ POST CODE:_____

MOBILE TELEPHONE:_____

EMAIL:_____ (please write clearly)

EMERGENCY CONTACT NAME:_____

EMERGENCY CONTACT NO.:_____

MEMBERSHIP TYPE:
(please circle)

Full Membership	Flexi Full Membership	Family
Full Couples/Student	Flexi Couples/Student	Steam & Swim 12mths
Full Off Peak	Flexi Off Peak	Flexi Steam & Swim
Personal Coaching	Visit Pass	Group Training

Other:……..

MEMBERSHIP TERMS AND CONDITIONS

Thank you for becoming a member of the Brighton Baths Health Club. Our commitment is to provide you with a high quality exercise facility in a peaceful yet uplifting environment in one of the best locations in Melbourne.

As with any contract, it is important that we outline the terms and requirements of membership as simply and thoroughly as possible for the safety and comfort of all people who use our facility.

These terms and conditions are updated periodically and those updates form part of your ongoing membership. The most up to date T & C's will always apply. They can always be found on our website, or viewed via the link in our newsletters that you receive via email. Should the T & C's differ from anything you were told at the club the T's & C's will always apply.

We sometimes film or photograph the club so it is possible you may appear in the shot. By signing your agreement, you allow us to use the image in promotional or other business related material.

MEMBERSHIP CATEGORIES

Full Member: Full access and use of all facilities, including all classes, at any time during opening hours.

Off Peak member: Full access, between 9am-4pm Mon-Fri, 10am-6pm Sat, & all day Sunday.

Steam & Swim: Access to the steam room, change rooms and boardwalk area of the baths, **for the purpose of swimming and steam room use only.** (The outdoor exercise areas are for gymnasium members only).

- **Memberships can be transferred to a friend or relative for a once off fee of $75**.

ACCESS TO SEA BATHS & GYMNASIUM

On joining you will pay for an access band and you will also have your photo attached to your account via our digital membership system for security and registration purposes. Use of the facilities without a valid access band is at our discretion and photo ID would be expected. The access band is best worn whilst using our facilities. The Access Band is our property and if your membership expires you are required to hand back the Access Band. Lost, stolen or damaged access bands are at the cost of the member (currently $35).

ENTRY: RESPECT FOR OTHERS - NOISE POLICY

We are a boutique sized health club and are committed to providing a high quality exercise facility in a peaceful yet uplifting environment. For this reason, members are required to observe their own behaviour which may impact on other people. **This means no shouting, unnecessary loud noise or inappropriate behaviour. Talking on a mobile phone whilst in the gym area is disruptive so please step outside to make/receive calls.** We reserve the right to refuse entry to any person, including members, and have the right to cancel your membership without warning or notice for inappropriate behaviour, including threatening or harassing, perceived risks or damaging equipment.

DAMAGE

You are responsible for any damage as a result of a wilful act or negligence.

LOCKERS

Lockers are provided for use while exercising & will be cleared daily. Please be advised that the lockers provided are secure, however we request valuable items are not left in the change rooms. We aim to provide a high standard of security; however thefts can occur. Please be aware that we do not accept responsibility for any loss or damage to property that occurs as a result of unknown persons breaking into lockers and where items are not placed in lockers.

CLOTHING & HYGIENE

We require all members and guests to wear suitable clothing and appropriate sporting footwear when on the premises (excluding wet areas). Please ensure appropriate swimwear is to be worn when utilising the swimming and steam facilities of the premises. It is paramount that personal hygiene is considered when training, so it is appreciated that everyone is aware of their own body odour

TOWELS

A sweat towel must be used while exercising. **No towel, no entry.** Gym equipment is to be wiped down after use with the sanitary wipes provided in the wall dispensers. Towel hire is also available for your convenience.

WEEKLY TOWEL USE

We also offer the opportunity of paying a **weekly Towel Fee of $6** which enables you to use one of our towels per day. Please sign below if you would like to use this service. **This fee is added to your weekly direct debit and will be an ongoing charge. If at any time you wish to cancel the towel service, please notify us via writing and this will cease on the following direct debit date.**

Signature for Weekly Towel Use and Charge:_____

OPEN ALL HOURS MEMBERHSHIP

Enjoy full use of the best facility in Melbourne in a time that suits you for a **fee of $2** per week. The club is under constant video surveillance which is always recording for the security and safety of our members and the gym. This video surveillance can be remotely viewed at any time by management and the security provider. There are also duress alarms and access to phone, food and drink after hours for your safety and comfort. A separate agreement that outlines safety will explain this in greater detail. **This fee is added to your weekly direct debit and will be an ongoing charge. If at any time you wish to cancel this service, please notify us via writing and this will cease on the following direct debit date.**

Signature for Open All Hours Access:_____

CHANGE OF DETAILS

Please note: all important communication from us regarding your membership is via email or text. It is your responsibility to ensure both your email address and mobile phone number are correct and current.

PERSONAL COACHING

We offer highly qualified and diverse personal coaches. You can select a coach that suits your needs and you feel comfortable with by viewing their profiles on our website or at the premises. Bookings can be made anytime via reception. Be advised our coaches are highly regarded, passionate, committed professionals and as such **they require a minimum of 24 hours' notice of cancellation, otherwise the session will be forfeited. This fee will automatically be added to your Direct Debit facility, or the session will be taken from your existing pack if applicable.**

CONTRACTORS

Various contractors provide some of their services, such as personal coaching. Any claim which you might have as a result of an act or failure to act by such a contractor (whether or not payment has been made to the contractor) will be brought against, and will be the responsibility of the contractor. You hereby release, and indemnify and keep indemnified, us for any claim suffered by you as a result of an act or omission by a contractor at the Brighton Baths Health Club. We will at all times assist, where possible, to resolve any conflict or issues with contractors and will ensure that relevant qualifications and insurances are kept up to date for all personal trainers.

RISK WARNING FACILITIES & EQUIPMENT

It is your responsibility to ensure that you correctly operate or use any facilities and/or equipment provided by Brighton Baths Health Club. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use. On joining you are offered a complimentary personal coaching session to encourage and assist you with correct operation of the equipment and give you current information on exercising techniques suited to your personal needs.

RISK WARNING SWIMMING

The sea baths are a large outdoor historic facility. It is open all year around, in all weather conditions and at times in darkness. Swimmers are advised that we operate under low patronage guidelines and at times they swim without the active supervision of a lifeguard and therefore at their own risk. Swimmers should be fit, capable and competent noting that it is best practice not to swim alone. The cost of swimming entry caters for use of the facilities, including change rooms and showers, rest rooms, umbrellas and boardwalk access. Do not swim within these premises if you require constant active supervision of a lifeguard. For emergency assistance contact staff. **Swimmers who are swimming OUTSIDE of the Baths must sign in at reception at the start & end of their swim and note that it is best practice not to swim alone. Children 12 years and under must be under supervision of a responsible person 16 years or older. 5 and under within arm's reach.**

RISK WARNING KAYAK AND STAND UP PADDLE BOARD USE

There are elements of risk in any adventure sport or activity associated with the outdoors and water. In recognition of the risk of the activity that myself and any minor children for whom I am responsible, confirm that I am physically and mentally capable of participating in the activity and/or use of equipment; each and every use. I participate willingly and voluntarily**.** I also assume responsibility for damage to or loss of my/our personal property as a result of any accident that may occur. I will wear an approved personal flotation device (life vest) for waterborne activities. I will seek staff instruction on proper use of equipment. I will not use the equipment under the influence of alcohol or drugs. **I am aware of the risks inherent in this activity and assume full responsibility for personal injury, accidents or illnesses (including death) that may result from my, or the minor(s) for whom I am responsible, participating in the activity and any resulting expenses.**

WATER QUALITY

Port Phillip Bay is subject to pollution, generally after heavy rains. We use the Environment Protection Authority (EPA) as our primary guide, and at times Bayside Council, to inform members and guests. During times of reported pollution, we will have signage at the scan in area of reception, as well as staff communication, for further detail. We also encourage all members to actively monitor the EPA website.

DURESS BUTTONS

There are four duress buttons located throughout the Baths Indoor Gym Facilities. These duress buttons are in the following locations: main gym floor, female and male change rooms and disabled toilet. For emergency use only and your safety/welfare. By falsely pressing these buttons with no reason or for a reason that is deemed inappropriate by Brighton Baths Health Club you will incur a fee of $200 that will automatically be added your account.

YOUR MEDICAL CONDITION

The information you supply is for your own safety including so we can inform the ambulance of any existing condition prior to its arrival in the unlikely event of you needing one. The information you supply and your privacy is guarded to the highest standards.

All Brighton Baths Health Club staff are first aid qualified, but are not medically trained and have no legal right to assess your suitability to exercise.

YOUR PHYSICAL CONDITION

You undertake on the date of the membership agreement and repeat such promise each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to your health, safety, or physical condition. We strongly advise you take expert medical advice prior to commencing any exercise program. You shall not use any of the facilities whilst suffering from any infections or contagious illness, or other ailment such as open cuts or sores where there is a risk, however small, to other members and guests.

Please list any medical complaint, however small, that you currently have or have had previously that may affect you in engaging in passive or active exercise or that an ambulance/medical practitioner should know in the unlikely event you may be unconscious.

_____

_____

_____

Please list any medications that you currently take or known allergies:

_____

_____

_____

All new members aged 65 years or older, it's recommended to submit the Brighton Baths Health Club Medical Clearance Form within 30 days of joining.

We strongly advise people below this age obtain medical clearance prior to commencing any exercise program.

MEMBERSHIP DURATION AND CANCELLATION TERMS:

Flexi Memberships
Gym, Steam & Swim, Off Peak, Steam & Swim Memberships (Direct Debit): Minimum 30 days, then 30 days written notice to end.

There is no cancellation fee for a flexible membership. Termination can occur at any stage with 30 days written notice.

Steam/Swim Membership (Direct Debit): Minimum 12 months - Minimum 11 months then 30 days written notice to end or termination as per below fees. (Excluding suspension periods)

Terminating your contract early by paying a once off fee, currently $195 per person. We require 30 days written notice and this fee will be immediately deducted from your account via direct debit. If you want to cancel after the minimum term there is no charge, all we require is the 30 days written notice.

Full Gym, Swim, Steam Membership (Direct Debit): Minimum 12 months - Minimum 11 months then 30 days written notice to end or termination as per below fees. (Excluding suspension periods)
Terminate your contract early by paying a once off fee, currently $345 per person. We require 30 days written notice and this fee will be added to your direct debit immediately upon notification. If you want to cancel after the minimum term there is no charge and all we require is the 30 days written notice.

Off Peak Membership (Direct Debit): Minimum 12 months - Minimum 11 months then 30 days written notice to end or termination as per below fees. (Excluding suspension periods)

Terminate your contract early by paying a once off fee, currently $285 per person. We require 30 days written notice and this fee will be added to your direct debit immediately upon notification. If you want to cancel after the minimum term, there is no charge and all we require is the 30 days written notice.

COOLING OFF PERIOD

You are entitled to a cooling off period of four days when you sign your contract. During this period of time you have the opportunity to cancel your contract and avoid additional costs. If you choose this you must notify reception in writing. The 4-day period includes the day you sign your contract.

FULL TIME STUDENT

Students must present a valid student card along with a current statement of enrolment.

PRICE INCREASES

To maintain our high standards of facility and services we have a price increase annually. All price increases occur automatically at this time and you will be informed at least three days in in advance, in writing via email, prior to any such change occurring. The price increases apply to all current memberships including 12 month memberships that are within their 12 month term.

PAYMENT OF MEMBERSHIPS AND MONIES DUE

All continuous memberships are paid fortnightly in advance, via direct debit (DD), for the minimum contracted term, **and will continue beyond that term, until cancelled by the member. We require 30 days written notice to end beyond the minimum term.** Any monies owed may be placed onto my DD and in the event of non-payment I take responsibility that BBHC may engage a financial recovery agency for recovery of monies due.I understand that all Direct Debit Memberships will continue even after the minimum period has elapsed and will only cease once I have completed a cancellation form giving 30 days' notice. I also understand that all cancelled memberships will have a written confirmation provided by the Club and that my membership should not be considered cancelled until this has been received.

Direct Debit Request (DDR)

PAYMENT ARRANGEMENT - For the total amount billed for the contracted period and the terms of this contract or any other amendments including associated fee/charges as detailed

☐ Recurring Fortnightly Payments Starting: / / debit the amount of: $_____

Payment Frequency – Fortnightly

Payment Term:

☐ Continue until further notice in accordance with the terms contained in this contract

BANK ACCOUNT AUTHORISATION I Direct Debit isn't available on the full range of accounts – if in doubt please refer to your financial institution

Financial Institution:_____ Branch:_____

BSB Number:_____ Account Number:_____

PLEASE NOTE: If HSBC is your financial institution of choice please be aware that the "001" before your Account Number is NOT part of the registered account number.

Account Holder Name:_____

I/We authorise LinksPay Pty Ltd ABN 96 134 528 279, User ID 382220, to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Arrangements stated above and this Direct Debit request and as per the DDR Service Agreement provided.

This Authorisation is to remain in force in accordance with the Terms and Conditions on this Direct Debit Request, the provided DDR Service Agreement, the document "Membership Terms & Conditions" and I/We have read and understand the same.

Authorising Signature:_____

Printed Name:_____

Date:_____

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DDR Service Agreement

LinksPay
ABN: 96 134 528 279

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with LinksPay and Brighton Baths Health Club. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct debit Request (DDR) and should be read in conjunction with your DDR form.

I/We hereby authorize LinksPay Pty Ltd (ABN: 96 134 528 279) Direct Debit User ID **382220** to make periodic debits on behalf of Brighton Baths Health Club.

I/We acknowledge that LinksPay is acting as a Direct Debit Agent for Brighton Baths Health Club and that LinksPay does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by Brighton Baths Health Club or the terms and conditions of any agreement with Brighton Baths Health Club.

I/We acknowledge that LinksPay and Brighton Baths Health Club will keep any information (including account details) contained in the Direct Debit Request confidential. LinksPay and Brighton Baths health Club will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:
(a) to the extend specifically required by law; or
(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with Brighton Baths Health Club.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available; I/We agree that LinksPay will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:
1) There is a public or bank holiday on the day, or any day after the debit date
2) A payment request is received by LinksPay on a day that is not a Banking Business Day
3) A payment request is received after normal operational hours, being 4pm Monday to Friday
Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Brighton Baths Health Club to vary the amount of the payments from time to time as provided for within Brighton Baths Health Club agreement. I/We authorise LinksPay to vary the amount of the payments upon instructions from Brighton Baths Health Club. I/We do not require LinksPay to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that Brighton Baths Health Club is to provide 14 days' notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to Brighton Baths Health Club.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to Brighton Baths Health Club.

I/We acknowledge that any disputed debit payments will be directed to Brighton Baths Health Club. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by LinksPay.

I/We authorise LinksPay to attempt to re-process any unsuccessful payments as advised by Brighton Baths Health Club.

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by Brighton Baths Health Club.

I/We authorise:
1) The Debit User to verify details of my/our account with my/our financial institution
2) The Financial Institution to release information allowing the Debit User to verify my/our account details

LinksPay Pty Ltd
ABN: 96 134 528 279
P.O Box 6290, Upper Mt Gravatt, Queensland 4122
Ph: 07 3040 4320 Fax: 07 3343 8590

Brighton Baths Health Club
251 Esplanade, Brighton, Victoria 3186
Ph: 03 9592 7350

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Daylight Savings Opening
From first Sunday in October

Hours:	**Mon to Thurs:**	5.30am to 9pm
	Friday:	5.30am to 7pm
	Sat / Sun:	**6am-6pm / 7am-6pm**

Eastern Standard Trading Opening
From first Sunday in April;
Close 5 PM on Weekends.

Public holidays: 8am to 5pm. Closed Christmas day & Good Friday.

Opening hours will be extended if the temperature is high;
Above 30° we will stay open until at least 7pm.
Above 35° we will stay open until at least 8pm.

***Note* Extended hours are subject to the weather. Should a cool change come through, timings will revert back to normal opening hours.**

The steam room and cardio equipment will be switched off 15 minutes before closing time, to facilitate the premises closing on time. Please always prepare to be out of the premises by closing time. For information on all our classes and to view the timetable, please visit us at:

www.brightonbathshealthclub.com.au or collect your copy at reception.

I hereby acknowledge that I have read and understood all 9 pages of this contract and will abide by the membership conditions above.

SIGNED: _____

PRINT NAME: _____

DATE: _____