

### **Welcome to Re-Creation Malvern**

Offering five studios in one, Re-Creation Malvern has everything you need in a fun, friendly and motivating environment. We offer the best of both worlds - the vibe and soul of a boutique club with the variety of the big chains – and great value.

***To ensure the smooth operation of the Club and the safety and enjoyment of all, please read and abide by these Club Policies and Procedures.***

#### **1. CHECKING IN/MEMBERSHIP TAGS**

All members are required to scan their access tag when they enter the gym. All 'guest visitors' are required to sign in and present photo identification upon every visit.

If you forget your tag, please let our friendly reception staff know, and they will manually check you in. If you lose your membership tag, there is a \$10 replacement fee.

Upon joining, a photo will be taken of you for security reasons. The photograph will not be used for any other purposes and will be stored securely on our database.

Entry to the Club may be refused as a result of unpaid or outstanding membership fees. Please advise us of any changes to your address or contact information.

#### **2. GENERAL CONDITIONS OF ENTRY**

To assist us in maintaining a safe and comfortable environment, please abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

##### **Conduct**

Entry will be refused, or you may be requested to leave the Club if you are (i) using abusive or threatening language or behaving in a threatening way (ii) are under the influence of drugs or alcohol (iii) purposely damage or incorrectly use the facilities or equipment.

##### **Dress Code**

Please wear neat, clean and appropriate workout clothes i.e. shirts, shorts, tracksuits, tights etc. Appropriate footwear is compulsory. Thongs, work boots or jeans are not appropriate workout gear. Clothing must not have offensive designs or prints.

##### **Towels**

Please use a towel when participating in classes and when exercising on gym equipment to maintain hygiene and safety standards. You can purchase a towel from reception for \$10.

##### **Hygiene**

Sweating is healthy but please be considerate of others and remember your personal hygiene – please put on clean clothes and deodorant / antiperspirant before working out.

##### **Use of Equipment**

For the safety of yourself and others, please follow all operating and safety instructions on the equipment. If you are not sure of correct use or operation of equipment please seek assistance from a team member.

##### **Unauthorised Entry**

If you use the Club without recording your visit or permit others (including members) access to the Club without recording their visit, you may be fined \$150. Repeated offences may result in a fine and termination of your membership and forfeiture of any prepaid membership.

##### **Age Limits**

All members and users of Re-Creation must be a minimum of 14 years of age. Minors aged 14 or 15 must participate in structured class activities only or train in the gym with a trainer, parent or guardian.

Minors aged 16 or 17 may work out in the gym area on their own provided that they have completed a gym induction session and are working to a program developed by one of our trainers or another accredited professional and agree to follow that program including the recommended weights.

All minors under the age of 18 must have a parent or guardian co-sign the membership agreement. Minors training without one of our trainers, parent or guardian are only allowed to use the club during staffed hours.

### **Children**

You are not permitted to leave children unattended in the club and if you do, you recognise that Re-Creation Malvern accepts no responsibility for the safety or wellbeing of any such children.

### **3. CLASSES**

Our group training classes are a great way to get the most of your membership. You are more likely to turn up and train harder and longer in a group.

On a rare occasion, there may not be sufficient space to accommodate all those wishing to participate in classes. In the absence of a booking procedure, places are based on a first come, first served basis. Members cannot reserve spaces or spin bikes for their friends.

A class must be popular enough to maintain its place on the timetable. Classes with consistently low numbers may be cancelled.

We may also change instructors or make other changes to the timetable as we feel is necessary. Membership fees will not be refunded on the basis of changes that are made to the timetable.

### **General class etiquette**

- In order to eliminate the risk of minor injuries, do not enter the class after it has commenced.
- Bring a workout towel and water bottle.
- Replace equipment in racks and storage areas after class completion.
- Do not use your mobile phone during classes and please switch ring tones off.
- Let the instructor know if you are new to classes, pregnant or recovering from injury or illness.

### **4. GYM & CARDIO AREA**

- Place a towel on all benches and mats during use and wipe down cardio equipment after use.
- Do not drop weights and please replace weights in rack after use.
- Report any maintenance problems to our staff. Do not attempt to correct any difficulty yourself.

- Show courtesy to fellow members and share equipment or adhere to any time limits on equipment (rarely set).

### **5. PERSONAL TRAINING**

Personal training can help you achieve your goals faster through providing expert advice, tailored support, nutrition advice and extra motivation.

Personal training can only be conducted in our club by our approved Re-Creation personal trainers. To find out more about personal training and the fees involved please talk to our reception staff or see the website or personal training noticeboard to make direct contract with one of our trainers.

### **6. MEMBERSHIPS**

#### **Set-Up and Electronic Access Tag Fees**

These fees are a non-refundable payment at the commencement of membership. These are a once only payment unless membership lapses or you lose your access tag. Replacement access tags are available at reception for \$10.

#### **Direct Debit Memberships**

This payment system is available through credit card or direct debit from your bank account. Depending on your joining date, a pro rata fee may be payable to cover access until billing debits commence.

*Please remember the following points:*

- Expired, lost, stolen or cancelled cards - When you receive a new credit card or if you have new bank account please provide us with the details, so we can update our records and ensure you do not receive a \$15 rejection fee from Paysmart.
- Direct debit memberships automatically continue after any minimum term until such time you provide us with 14 days written or emailed notice to cancel.

#### **Multi-Visit Passes**

Expiry dates:

- 10 visit passes – 3 months from date of first visit
- 50 visit passes – 12 months from date of first visit.

If you use the Club without recording your visit you may be fined \$150. Repeated offences may result in a fine and termination of your membership and forfeiture of any prepaid membership.

### ***Cooling Off Period***

We offer a five-day cooling off period in which you can cancel your membership after signing. This must be advised to the Club Manger in writing or email. Re-Creation will supply a full refund minus the set-up fee within 10 days of receiving notice.

### ***Cancellations Outside of Cooling Off Period***

If a membership is cancelled prior to the minimum term it is subject to a \$150 cancellation fee or pay out the contract – whichever is the lesser.

Direct debit memberships outside of a minimum term can be cancelled with 14 days written or emailed notice from the date of your next debit. Cancellations are not effective until you have received written or emailed confirmation from us.

### ***Membership suspension***

For a small fee, memberships can be suspended for 2-week blocks for a minimum of 1 block (ie 2 weeks) and a maximum of 13 blocks (ie 26 weeks).

Members can suspend their membership by filling out a suspension request form at reception or emailing a request to [info@recreationmalvern.com.au](mailto:info@recreationmalvern.com.au) including the suspension start date and number of fortnights to suspend.

Suspensions commence following email or written confirmation from Re-Creation Malvern. Memberships and billing automatically recommence on the suspension completion date.

***Direct debit membership suspensions*** - \$10 suspension fee (+\$1.50 Pysmart fee) will be deducted automatically from your account.

***Paid Up Front Membership suspensions*** - \$10 should be paid up front and suspension time is then added on to the membership expiry date.

### ***Transfers***

Members can transfer the remainder of their Direct Debit contract or balance of Paid Up Front membership to a non-member or to another Re-Creation Club for \$49.

## **7. PRICING POLICY**

Membership fees may be increased annually on 1 July by between 50 cents and \$1 per week. This small adjustment covers the normal expected increases in operating costs such as energy and rent. We will seek to give you as much notice as possible of any change.

## **8. USE OF OTHER CLUBS**

Members (not trial members) have reciprocal use of selected Re-Creation clubs for a small fee of \$5. When using another Re-Creation club, you will need to sign in, and provide your membership tag and/or photo ID. You may not use other Re-Creation clubs whilst your membership is in suspension or has expired.

## **9. ACCESS**

Management reserves the right to restrict access to any part of the club whether for repair, upkeep and maintenance or refurbishment. This includes restriction to specific areas of the club due to new classes, facilities or programs.

## **10. STAFFED HOURS**

Staffed hours are outlined on our website ([www.recreationmalvern.com.au](http://www.recreationmalvern.com.au)). We may need to adjust our staffed times from time to time but will seek to give you as much notice as possible.

### ***Concessions***

If you have joined on a membership that is not a Standard Membership, such as Concession and your circumstances change to not make you eligible for this membership type, then your membership may be changed to the Standard Membership and the membership fees amended accordingly. In this event you will be notified via the sms or email contact details provided by you.

## **11. SAFETY, SECURITY & LIABILITY**

Club premises have CCTV security cameras recording 24 hours a day (except in bathrooms) with remote video and security services. This system is used for safety and security purposes but does not guarantee against harm.

Duress Buttons and Personal Duress Lanyards are provided for your safety particularly outside of staffed hours. If you intentionally activate a Duress Button or a Personal Duress Lanyard inappropriately you may be charged a \$250 penalty and may also have your membership immediately suspended or cancelled.

### ***Lost Property***

Lost clothing is placed in the lost property basket located at Reception. After a period of four weeks, unclaimed articles may be given to a worthy charity. Smaller items such as jewellery are kept at Reception.

### ***Locker Use***

Lockers are provided free of charge to members. All items left in lockers are left at members' risk. The club accepts no responsibility for theft or damage to personal property even when the property is secured in a locker. Some lockers require you to bring your own lock or to purchase a lock at Reception, whilst others are fitted with a pin number system.

### ***Property Liability***

Re-Creation Directors and employees are in no way under any liability for loss or theft of property belonging to members and guests whether inside the club or in surrounding car parks. All property is left at the club at the owner's risk. Whilst Re-Creation will assist any action necessary to recover stolen or lost goods, the Club will in no way re-pay, reimburse or compensate for any such loss.

### ***Waiver of Claims***

Re-Creation has made all reasonable endeavors to ensure that its equipment and facilities are safe to patrons and to ensure compliance by other patrons with its Rules and Regulations.

While Re-Creation directors and staff exercise utmost safety and caution it should be acknowledged that there are always inherent risks of personal injury. These risks must be accepted by patrons and further acknowledge that Re-Creation accepts no liability whatsoever for any injury sustained howsoever caused whether by the negligence of the centre, its servants or agents, other patrons or otherwise.

By signing the membership application form you have agreed to release, indemnify and keep harmless the centre from all claims for loss and damage for personal injury or otherwise together with all and any costs or expenses associated there with however such injury or loss may be sustained.

## **12. FEEDBACK & COMPLAINTS**

Please submit feedback including compliments and complaints to [manager@recreationmalvern.com.au](mailto:manager@recreationmalvern.com.au). We aim to respond to complaints within 5 business days.

## **13. RULE INTERPRETATION**

On all questions concerning the interpretation of the rules and regulations, documented in "Club Policies and Procedures", the decision of Management will be final. These may be changed or amended by the Management from time to time at their sole discretion. However, we will attempt to provide reasonable notice of any changes via our website, newsletter and/or social media.