

# STARplex

it's all  
right here!



## MEMBERSHIP APPLICATION

If your membership is for a *Fixed Term*, it automatically terminates at the expiry of the Minimum Term and so a new agreement will be required if you want to continue after that.

If your membership is *Ongoing*, it will automatically renew at the end of the minimum term and charges will continue to apply.

## IMPORTANT NOTICE TO APPLICANTS

This form sets out your rights to use our exercise facilities and services, and the obligations you have to comply with as a member. Your responsibilities under this agreement, including payment of membership fees, do not depend on how often you use the facilities and services. You promise to tell us if at any time you believe that you may not be able to comply with your obligations under this agreement including the payment of fees, so we can discuss your options with you.

You should now take some time to read through this entire form carefully to make sure that it fully reflects your expectations. Please ask us or seek advice if you are unsure whether any particular statements that you have relied on are part of this agreement. If there is any statement on which you have relied that you think may not be part of this agreement, please write it out in the Special Conditions section below. You agree that you will not later say that you relied on any other statements made by us or you.

## DIRECT DEBIT ARRANGEMENTS

Please ensure you cancel any direct debit authorisations for payments under this agreement when your membership ends.

**STARplex is proudly a member of:**



Swim Australia is the peak industry body for 600 Swim Schools and have become the national authority on teaching swimming and water safety.



AUSactive is the peak health and fitness industry association working for a fitter, healthier Australia. Registration number: 021068



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# FORM 1

## RECREATIONAL SERVICES –

## EXCLUSION, RESTRICTION OR MODIFICATION OF RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW (SA)

### YOUR RIGHTS

By signing the 'Membership Application form' you are agreeing to the following information.

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is:

- a) a statutory guarantee that those services will be rendered with due care and skill; and
- b) a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

### EXCLUDING, RESTRICTING OR MODIFYING YOUR RIGHTS

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign the Membership Application form, you will be agreeing to exclude, restrict or modify the STARplex' liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

### IMPORTANT

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

### AGREEMENT TO EXCLUDE, RESTRICT OR MODIFY YOUR RIGHTS:

I agree that the liability of the STARplex for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is-

(a) excluded

### Definitions

1. Recreational services are services that consist of participation in:
  - a sporting activity or similar leisure-time pursuit; or
  - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal injury is bodily injury and includes mental and nervous shock and death.

### Further information:

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

Signed by applicant: .....

Date.....

Witnessed by:.....

Date.....

# APPLICANT DETAILS

TODAYS DATE:

## OFFICE USE ONLY

Member Number .....

Membership type .....

### Applicant Personal Details

Surname .....

Given names .....

Preferred Name.....

Gender.....

Date of Birth...../...../..... Age.....

Postal Address .....

Suburb .....

State..... Postcode .....

Home number .....

Mobile Number .....

Work Number.....

Email .....

@ .....

Have you been referred to STARplex by a health professional? ☐ Yes ☐ No

If yes, please provide details .....

Are you eligible for any concessions?

☐ Student ID Card

☐ Health Care Card

☐ Pensioner Concession Card

☐ Seniors or DVA Concession Card ☐ No

☐ Trinity College Discount

Are you affiliated with Trinity College in any of the following ways?

☐ Student

☐ Staff Member

☐ Parent

☐ Old Scholar

☐ None

### Emergency Contact Details

Surname .....

Given names .....

Gender.....

Relationship to applicant.....

Home number .....

Mobile Number .....

### Where did you hear about STARplex?

☐ Trinity College

☐ School

☐ Newspaper

☐ Voucher

☐ Health Professional

☐ Facebook

☐ Poster / Flyer

☐ Friend

☐ Website

☐ Family

☐ Ex-Member

☐ Other .....

### Who would you like correspondence sent to?

☐ Applicant or ☐ Responsible Person

### Have you previously been a member or used STARplex services?

If so, what program? .....

.....

## MEDICAL DETAILS *(please select relevant boxes below)*

This section is a legal requirement of all AUSactive registered services.

*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, AUSactive 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.*

1	Do you have asthma?	<input type="checkbox"/> No (Skip to Q.3)	<input type="checkbox"/> Yes	
2	Is your asthma controlled by medication?	<input type="checkbox"/> Yes		<input type="checkbox"/> No
3	Do you have diabetes?	<input type="checkbox"/> No (Skip to Q.5)	<input type="checkbox"/> Yes	
4	Is your diabetes controlled?	<input type="checkbox"/> Yes		<input type="checkbox"/> No
5	Do you suffer from high/low blood pressure? (High / Low)	<input type="checkbox"/> No (Skip to Q.7)	<input type="checkbox"/> Yes	
6	Is your blood pressure controlled?	<input type="checkbox"/> Yes		<input type="checkbox"/> No
7	Do you have any allergies?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
8	Do you take any medication?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	
9	Do you have epilepsy?	<input type="checkbox"/> No		<input type="checkbox"/> Yes
10	Have you been <b>hospitalized within the last 3 months?</b>	<input type="checkbox"/> No		<input type="checkbox"/> Yes
11	Has your doctor ever told you that you have a <b>heart condition</b> or have you ever <b>suffered a stroke?</b>	<input type="checkbox"/> No		<input type="checkbox"/> Yes
12	Do you ever experience unexplained <b>pains in your chest</b> at rest or during physical activity/ exercise?	<input type="checkbox"/> No		<input type="checkbox"/> Yes
13	Do you ever feel faint or have spells of dizziness during physical activity/exercise that <b>causes you to lose balance?</b>	<input type="checkbox"/> No		<input type="checkbox"/> Yes
14	Do you have any diagnosed muscle, bone or joint problems that you have been told <b>could be made worse</b> by participating in physical activity/exercise?	<input type="checkbox"/> No		<input type="checkbox"/> Yes
15	Do you have any <b>other medical conditions that may make it dangerous</b> for you to participate in physical activity/exercise?	<input type="checkbox"/> No		<input type="checkbox"/> Yes
<p>If you have no other concerns about your health, you may proceed to your gym induction, if required, and undertake prescribed light-moderate physical activity/exercise.</p>				
<p>If you have answered any questions in the yellow column, please list all medications you take and/or all allergies you have in the space provided below. If you have no other concerns about your health, you may proceed to your gym induction, if required, and undertake prescribed light-moderate physical activity/exercise.</p>				
<p>If you have answered any questions in the red column, please seek written guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise.</p>				

Please list all medications you currently take

.....

Please list any allergies you have.....

Any other current medical conditions / information (eg. hearing or sight impairment) .....

.....

Are the applicant's (if under 10 years old) immunisations up to date? ..... ☐ N/A ☐ Yes ☐ No

### PERMISSIONS SECTION

- I give permission for a first aid trained STARplex staff member to provide the applicant with Ventolin if required in an emergency ..... ☐ Yes ☐ No
- I give permission for photos/images of the applicant, taken as part of STARplex activities, to be used by STARplex for use in brochures, newsletters, internet or other promotional material .... ☐ Yes ☐ No
- I wish to receive information from STARplex about other programs, marketing and promotional material..... ☐ Yes ☐ No

# MEMBERSHIP DETAILS

## STARplex Service Category

☐ Fitness Centre    ☐ Swim Centre

## Membership Type – FITNESS CENTRE

- ☐ Gym Only  
☐ Full Club  
☐ Swim Centre Membership (Aqua, Lap & Recreational Swimming)

## FOR PERSONAL TRAINING ENROLMENTS ONLY:

Have you had a personal trainer before?    ☐ Yes    ☐ No  
Is there a specific type of training you like?    ☐ Yes    ☐ No    If yes, what type do you like?.....  
I would prefer a    ☐ Male    ☐ Female    ☐ Either.....  
*(Please note Personal Training requests may not be met)*

Availability:					
<input type="checkbox"/> MONDAY .....	<input type="checkbox"/> 6am – 9am	<input type="checkbox"/> 9am – 12pm	<input type="checkbox"/> 12pm – 3pm	<input type="checkbox"/> 3pm – 6pm	<input type="checkbox"/> 6pm – 9.30pm
<input type="checkbox"/> TUESDAY .....	<input type="checkbox"/> 6am – 9am	<input type="checkbox"/> 9am – 12pm	<input type="checkbox"/> 12pm – 3pm	<input type="checkbox"/> 3pm – 6pm	<input type="checkbox"/> 6pm – 9.30pm
<input type="checkbox"/> WEDNESDAY .....	<input type="checkbox"/> 6am – 9am	<input type="checkbox"/> 9am – 12pm	<input type="checkbox"/> 12pm – 3pm	<input type="checkbox"/> 3pm – 6pm	<input type="checkbox"/> 6pm – 9.30pm
<input type="checkbox"/> THURSDAY .....	<input type="checkbox"/> 6am – 9am	<input type="checkbox"/> 9am – 12pm	<input type="checkbox"/> 12pm – 3pm	<input type="checkbox"/> 3pm – 6pm	<input type="checkbox"/> 6pm – 9.30pm
<input type="checkbox"/> FRIDAY .....	<input type="checkbox"/> 6am – 9am	<input type="checkbox"/> 9am – 12pm	<input type="checkbox"/> 12pm – 3pm	<input type="checkbox"/> 3pm – 6pm	<input type="checkbox"/> 6pm – 9.30pm
<input type="checkbox"/> SATURDAY .....	<input type="checkbox"/> 7am – 10am	<input type="checkbox"/> 10am – 2pm			
<input type="checkbox"/> SUNDAY .....	<input type="checkbox"/> 8am – 10am	<input type="checkbox"/> 10am – 1pm			

I would like to pay for this service by:    ☐ Periodic Ongoing Direct Debit Weekly    ☐ Fixed Term Upfront

**at STARplex** Our passion is to see people get results, achieve their goals, improve their health and find a sense of wellbeing.



## Application Details (FITNESS CENTRE MEMBERSHIP)

Application Date .....

Start of cooling off period .....

End of cooling off period .....

## Membership Fees & Terms

I would like to pay my membership by:

☐ Ongoing Periodic Billing by Direct Debit

☐ Fixed Term Upfront Pre-Payment for the term/visits of

.....weeks/months

from the commencement date.

Commencement Date .....

Expiry Date .....

**Pro rata or Upfront amount of** \$.....

**Direct Debit Fortnightly payment amount of** \$.....

☐ Cash to Reception ☐ Eftpos

Special Conditions: .....

## Inclusions of Contract for

☐ Medical Suspension

☐ Suspension (as per conditions)

☐ \$10 Direct Debit Rejection Fee

☐ Membership Band

Please note: Replacement bands available for \$10.

## REQUIREMENT OF CONTRACT

☐ Medical Clearance

☐ Concession Card Sighted

☐ Parent/Guardian Supervision

## SIGNING SECTION

By signing this Membership Application Form you are agreeing to all STARplex Terms, Conditions and Guidelines found on our website: [www.starplex.com.au](http://www.starplex.com.au)

**Signed by the Applicant**

**Signed by Parent/Guardian if under 18yrs**

**Signed by and on behalf of STARplex**

Name.....Position.....Date.....Time.....