

# Phillips Landing Health and fitness Club

Proposal to

Phillips Landing Executive committee

12<sup>th</sup> April 2005.

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## GENERAL OVERVIEW

The Gym reconstruction committee comprised of –

Vicki Park and Tom Park

Debra Larizza

Joe Abate

Daryl Collins

Mystery girl

Anthony Prior

Much personal time was spent by all coming up with the following proposal. As well as the times that we met, we each went away with tasks or quotes to report on for the following meeting.

Vicki Park was definitely the Star performer.

It was recognised early that all bases must be covered as the gym was a large capital outlay and not seen as necessary by all, and so any proposal may be subject to criticism. The gym committee also acknowledged that on the topic of “should there be a Reconstruction of the Gym “, voted on at the Annual general meeting of 22.11.04, the answer was unanimously YES.

In brief some of the issues discussed were as follows:

**That the use of the gym’s expensive equipment and the sauna be controlled and regulated in some way.** The Sauna has been vandalised in the past and the Gymnasium abused. For insurance and liability reasons as well as the protection of our expensive assets we determined that a Club be formed and managed called **The Phillips Landing Health Club.**

Access to the facilities is open to all residents of the community after becoming a health club member.

Each member of the Health Club would be issued with an access card or key .A security system should be installed on the Health Club facilities (Gym and Sauna) to data log ,who used the facilities and when, to identify damage or vandalism.

To become a member a resident would be required to complete the proposed disclaimer and pay a nominal deposit for the data card .

Changes to the Phillips Landing Management Statement would be required.

The installation of a Camera system was discussed.

It was proposed very early that the Captains Club be transformed into the Gym and the current Gym room be made the meeting room. This idea was not agreed to and will not be proposed but did highlight the concept of alternative uses of the Captains Club. Also the use of the small room on the left of the CC being used by the Gardeners at present will make up part of the proposal

A working Estimate of \$30,000 to \$32,000 be considered which represents.

\$25,000 for Gym equipment.

\$5,000 for security and data logger.

\$1,000 for Electrical Items.

\$1,000 for others.

After exhaustive research a company called Exercise Australia and Life Fitness were selected as the preferred Supplier of the specific Gym equipment , based on many issues.

The Club would need to be managed by Premier Strata.

The final approved concept allows for the addition of more equipment depending on demand and/or requirements.

More detail of all proposals follows.

## HEALTH AND FITNESS CLUB

It was determined after long discussion that the only real way to protect the sauna and the new Gym equipment was to restrict and control access. It is regrettable and unfortunate but the gym committee believe unavoidable. Not many things in life are without regulation and the mis-use of the Gym in the past and the disgraceful vandalism of the Sauna highlight and prove the need for such measures.

The proposed regulations are very simple and are not restrictive to anyone over the age of 18 years of age. Basically, become a member of the Health and fitness club and you have un-restricted access.(within the current PL by laws).

To become a member people must sign the Disclaimer set out later in the proposal and pay a nominal deposit for a high tech Data access card.(details also set out later).Becoming a member is not restricted to owners and with proof of residency any resident/non owner can also receive an access card. A limit of 2 cards per unit is adequate and also easier to administer.

The access keys would be different to the current universal keys currently in use but would be able to be programmed to allow data logging of access. Locks on the door of the gym and sauna would now be in the form of a data reader or card reader that would allow access and keep a digital record of the last 1000 people to access the rooms. The doors can also be programmed to control times of day that the gym is used. ie Can be locked from 10pm to 6am.

The ultimate motive for users to respect our facilities will be the knowledge that any mis-use will be tracked down to one individual card holder via the data logger but with card holders making a concerted effort to become a member and signing a “general rules and disclaimer document” we believe that mis-use will be a thing of the past.

Club membership is renewable each year by way of a “renewal confirmation” and by again signing the disclaimer and general terms and conditions. No ongoing costs will be incurred after the initial fully refundable deposit for the card.

The deposit fee for managing the application and the issuing of the data card is proposed as being a one off fully refundable fee of \$100. As the owners already contribute to the management of the club in an indirect way, it was deemed that they receive a 50% discount on that deposit.

The Club will need to be managed and it is proposed that Premier Strata take on this responsibility. Requirements for the management by Premier are as follows.

To prove eligibility of applicants.

To receive a deposit for key or card and administer those funds

Ensure that all applicants sign a disclaimer and sign the “general terms of use document”, all copies to be kept by PS.

Ensure that all conditions of issuance are met.

Issue the Data Key.

Send out renewal notices and administer those renewals.

It will be the responsibility of the card holder to ensure that all terms and conditions are met and failure will result in loss of card and loss of deposit. This must also be set out in the management statement.

- Several people have said to me that they would be happy to volunteer to administer the club on a 12 monthly basis. At this stage we are proposing Premier Strata Manage the Club.

## Security and data recording

The Committee propose that an electronic security system be installed to allow access to people that are members only by way of a data coded key or card. This system would have the ability to data log who enters and when and also to control times of entry via programming. Two systems are being considered .One system uses Smart Card Technology similar to credit cards and the other system is a pre programmed electronic Key.

Both systems are similar in operation and similar in cost. Installed they are approx. \$5500 and provide us with the prospect of expansion to other facilities in the future. The most important thing is that they are able to give the Community more control over the facilities. We believe that a data logging electronic security system is essential.

# DISCLAIMER

**Phillips Landing Community Association DP No: 270051**

## **Health & Fitness Club**

The Phillips Landing Community Association Health & Fitness Club is a non profit group established by the owners of Phillips Landing to regulate usage of the following:-

- all gymnasium equipment
- Sauna

Membership is open to all owners and residents of Phillips Landing upon payment of a fee for provision of an access key. This fee is fully refundable upon return of the key. This fee will be determined and reviewed from time to time by the Phillips Landing Community Association Executive Committee.

Each new member will be required to complete the following agreement acknowledging the terms and conditions of membership.

### AGREEMENT

I.....of Unit.....Building..... agree to the following:-

- I acknowledge that the gymnasium and sauna are not supervised and as such I should seek appropriate medical clearance prior to engaging in physical exercise.
- I waive all claims or actions which I might otherwise have arising out of life or injury, damage or other loss, which I may suffer in the course of or consequent upon my participation in any activities in the gymnasium or sauna.
- I acknowledge that I have sole responsibility for my personal possessions whilst using the gymnasium or sauna.
- I agree to return the access key should I leave Phillips Landing. I acknowledge that membership is not transferable from one resident/owner to another.
- I acknowledge that I am responsible for any family member, resident living with me or visitor that I give access to the gymnasium or sauna and that they are bound by these same terms and conditions.
- I acknowledge that persons under the age of 16 must be accompanied by an adult member whilst using the gymnasium or sauna.
- I acknowledge that I will be liable for the cost of repairs resulting from any misuse of the equipment in the gymnasium or sauna when accessed through my membership, and also acknowledge that my membership may be terminated, my access key cancelled and deposit withheld at the discretion of the Executive Committee of the Phillips landing Community Association.
- I agree to provide evidence of my residence status in Phillips Landing if requested.
- I will report any damage immediately to a member of the Executive Committee.
- I agree to inform any loss of key to Club manager within 24 hours of loss or otherwise I will be held liable for any loss or damage to the Gym via use of that Key.

Signed.....Date.....

Owner/Leaseholder

# GENERAL TERMS AND CONDITIONS

The general rules and conditions will have to change slightly and these changes are simply part of ongoing improvements to our by-laws. This Sheet below would be attached to the management statement and would also be required to be signed upon application (same as disclaimer). A copy in poster form should be hung in the gym and sauna rooms.

These improvements to the current by-laws would require changes to the management statement.

# PHILLIPS LANDING HEALTH AND FITNESS CLUB GENERAL TERMS AND CONDITIONS SAUNA

- \* A person must not use the sauna nor allow it to be used except for the proper and normal purposes of a sauna.
- \* A person must not permit use of the sauna by visitors except in his company
- \* The number of visitors permitted is three only.
- \* A person must not permit any child under 16 years of age for whom he is responsible to be within the sauna unless accompanied and supervised by a person of at least 18 years of age.
- \* A person must not engage in or permit in the sauna area any unsafe or hazardous activity.
- \* A person must not take into the sauna glass bottles, drinking glasses , crockery or other breakable or sharp objects ,and must not permit anyone to do so.
- \* A person must not smoke, consume food, beverages, alcohol or illegal drugs in the sauna nor bring them into the sauna.
- \* A person must keep the door to the sauna closed when the sauna is being used by him or his invitees
- \*A person must shower before use of the sauna, and must ensure that his invitees do so, and must wipe down the slats after use of it by him or his invitees.
- \* A person must remove any rubbish or litter from the sauna when leaving the sauna, whether or not the rubbish has been left there by him or his invitees.
- \* A person must comply with any rules determined by the Community Association concerning conduct within the sauna and displayed within or at the entry to the sauna.

**\* FAILURE TO COMPLY WITH ALL OF THESE RULES MAY RESULT IN THE IMMEDIATE CANCELATION OF CLUB MEMBERSHIP AND LOSS OF DEPOSIT.**

\* A person using the sauna or permitting the use of it does so at his own risk. By signing the disclaimer a person releases the community Association and its members from time to time of the executive Committee from all liability for personal injury or death which may occur with in the sauna or by reason of any wilful neglect on the part of the community Association or the Executive Committee. Further , by signing the above mentioned Disclaimer a person must indemnify the Community Association and the members from time to time of its Executive Committee against any liability for injury or death suffered by the persons invitee in the use of or by reason of the use of the sauna, except such injury or death as has been caused by wilful neglect on the part of the Community Association or the Executive Committee.

## Gymnasium

\* A person must not permit use of the Gymnasium by visitors except in his company.

\* The number of visitors allowed by a club member is one only.

\* In using the Gym, a person must not create any noise which would disturb unreasonably the occupier of a lot or any person lawfully using the association property. (also note by-law 119.)

\* When using the gymnasium a person :-

\* Must be adequately clothed so as to avoid causing unreasonable offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the Gymnasium .A person wearing swimming costume is not adequately clothed for the purpose of this by-law.

\* Must not smoke or consume food (other than water),beverages ,alcohol or illegal drugs in the Gymnasium nor bring them into the gymnasium.

\* A person must not play nor allow the playing within the gymnasium of loud music.

\* A person must not take into the gymnasium glass bottles, drinking glasses, crockery, or other breakable or sharp objects, and must permit anyone to do so.

\* A person must not allow any child under 16 years of age for whom he is responsible to be within the Gymnasium unless accompanied and supervised by a club member and who is over the age of 18.

- \* The Gymnasium and the equipment within it are only to be used for their proper purposes.
- \* A person must remove any rubbish or litter from the Gymnasium when leaving the gymnasium, whether or not the rubbish has been left there by him or his invitee.
- \* A person must not use the Gymnasium nor allow it to be used except between the hours of 6am and 10pm;
- \* The door to the Gymnasium must be kept closed at all times to ensure that persons not entitled to use the Gymnasium are unable to gain unlawful access.
- \* A person must bring a towel with him to the Gym and wipe down the gymnasium equipment after use of it by him, and must ensure that his invitees do so.
- \* A person must lock the windows and doors to the gymnasium after use of it by him or by his invitee.
- \* A person must not bang or drop weights in the Gymnasium

**FAILURE TO COMPLY WITH ALL OF THESE REGULATIONS MAY RESULT IN IMMEDIATE CANCELLATION OF CLUB MEMBERSHIP AND LOSS OF DEPOSIT.**

# Gym Equipment

Many different ideas were spoken about and eventually we came up with the least controversial concept to be split into 3 different stages. For the purpose of this proposal they are called Stage 1

Stage 1b

Stage 2

Also for the purpose of this proposal we are only recommending Stage 1 at this moment in time.

Stage 1b consists of a television bolted on the wall and perhaps a stereo for music both with volume preset and was suggested only for consideration for future improvements. This may be considered by popular demand.

Stage 2 consists of the small room on the other side of captains club currently being used by the gardeners to be transformed if it became necessary to buy more equipment.

## STAGE 1 Consists of :-

A Multi stack system (2 person)

2 x Tread mills

Exercise Bike

Cross Trainer

The Multi stack System is basically the weights machine that has multiple ways of using ie for legs or for shoulders or arms and 2 people can use it at one time. The resistance system used is hydraulic and so the banging of free weights is eliminated.

The Cross trainer is a high intensity machine that imitates the action of cross country skiing.

All of this equipment is required to be of “commercial standard” for insurance and liability reasons. This fact was established early in the piece and we only ever considered Commercial equipment. The cost’s for commercial equipment is far greater than domestic but it is not only essential to get any liability cover it was preferred for longevity.

In addition to the equipment purchase some electrical alterations must be carried out to facilitate the equipment as some are electrically powered. Total cost of quote by CES electrical services is \$1078 and a copy of the quote is attached.

The decision on who to supply the equipment came down to 2 suppliers and they being EXERCISE AUSTRALIA and LIFE FITNESS. In the

end we decided to recommend Life Fitness because of Feed back from similar users and also because of the added bonus offer of a lesson for all residents. With this offer we can assume that all users have been shown how to correctly use the equipment and so may reduce our Liability. The Life fitness quote is attached in detail.

## METHODS OF PAYMENT

As explained earlier we are proposing to spend approximately \$32,000 on the Gymnasium and security system which is a lot of money and may be the largest single outlay by Phillips Landing so far. The Gym committee is suggesting 3 different ways of paying for it. It will be up to the Executive Committee to decide ultimately which should be put to the Owners at a time decided upon by the Executive committee. The 3 payment structures are as follows.

- 1 That the entire cost of The Health and Fitness Club be payed for by the Phillips Landing Community Sinking fund.
- 2 That each Strata be individually levied equally to make up the entire cost of The Health and Fitness Club.
- 3 That a combination of both of the above be adopted. A common suggestion and it is one that we propose is that each strata be levied \$1000 each and the remainder be payed for by the Community sinking fund. Ie \$15,000 in Strata Levies and \$17,000 from the Community Sinking fund.

We do not believe that too many Strata's would object to this one off special levy and also believe that the sinking funds are such that \$17,000 could be afforded for such a long term investment.

At an Investment of \$32,000 and divided equally by 178 units, the total cost to each unit is \$179.00. This is a small investment to assist all residents in enjoying living at Phillips Landing . \$179 is a small price to pay for health and fitness . \$179 is a small amount to maintain higher property prices.

## Where to and When to ?

From tonight (12/4/05) it will be up to the Executive committee to control the approval process .We suggest that a proposal be given to owners in this written form and a meeting be held perhaps on the same night as the pergola voting meeting. At this meeting (yet to be set by the executive committee) we see no reason why it would not be voted on for either approval or disapproval. If there is a vote expected on the Pergolas then a vote could happen on the same night.

From the date of approval the Gym sub committee could have the Gymnasium and Sauna (or the Health and Fitness Club) operational under the above mentioned System in 6 to 8 weeks. The security system would have to be installed as well as the equipment supplied and installed and then the Management of the club be taken care of.

This proposal has been a longer than expected time in coming but the more we got into it the more complicated it became. We wanted to provide a good system that catered for everybody. It is a great system that will provide for cost effective Health Facilities for long into the future.

REGARDS GYM SUBCOMMITTEE

Vicki Park and Tom Park

Joe Abate

Debbie Larizza

Daryl Collins

Anthony Prior