

Hokianga Community Gym Policies

Code of Conduct/Complaints Policy

The Code of Conduct/Complaints policy is aimed at promoting a positive culture based on the fundamental principles of respect and integrity. Everyone should be able to work in, and participate in the Hokianga Community Gym in an environment that promotes their wellbeing and protects them from harm and abuse.

The Trust will not condone or ignore any reported incidents of inappropriate behaviour, collusion or abuse.

- **All complaints/concerns must be put in writing.** Please include your full name, date/time/location of the incident/concern and then describe the details of your specific issue/complaint.
- If the Trust has reason to investigate your complaint/concern, we will contact you to ask if you are happy for us to disclose your identity, and/or details about your concerns
- If you want to protect your identity, please raise it when you make your written complaint.

An investigation will have three possible findings:

1. **Substantiated:** If there is sufficient evidence to suggest the alleged conduct is more than likely to have occurred than not, the allegation/s in the complaint will be found to be **substantiated**.
2. **Unsubstantiated:** If, based on the evidence, it is more likely than not that the accused respondent did NOT breach the rules or code of conduct policies, then the matter will be closed with no further action
3. **Unable to be substantiated:** If there are two equally plausible versions of events, the matter will be unable to be substantiated.

If a complaint is found to be substantiated the Trust is responsible for advising the member of the appropriate sanction. A sanction can include a range of measures as outlined in the behaviour policy in this document. Sanctions can range from verbal and/or written warnings which may result in a suspension or termination of your gym membership. **N.B.** If your membership is suspended and/or terminated no monies will be reimbursed to members.

You can contact Hokianga Community Gym by email:

www.manakitinatrust@gmail.com or via our website

hokiangacommunitygym.co.nz

Manaki Tinana Trust Behaviour Policy		
Verbal Warning	Written Warning	Verbal Warning
MINOR	MODERATE	SEVERE
	Stood down for 1-3 weeks	Loss of membership-1 month/6 months/1 year/permanent
Not wiping down equipment	Misuse of equipment	Drugs/alcohol consumed in the gym or on the grounds
Not wearing shoes	Bringing children into the gym.	Turning up intoxicated or drugged
Inappropriate music	Bringing animals into the gym	Breach of privacy (e.g.. unauthorized photography)
Bringing additional equipment unless pre-approved by staff (Dallon)	Allowing non-members into the gym	Physical assault and/or verbal abuse of staff or gym members.
Not bringing a towel	Sharing tags	Harassment – Verbal, visual, sexual.
Tag and sign in	Must show tag when asked, have tag with you	Disrespecting staff or other members.
Leaving equipment out/ not returning equipment to its place	Failure to follow safety protocols	Theft or abuse of equipment
Not following staff's (Dallon's) instructions.	Vaping or smoking in the gym	Graffiti or deliberate damage.

(These examples above are not exhaustive and may be added to by the Trust from time to time.)

Privacy

Manaki Tinana Trust will collect, use, store and disclose information relating to members and visitors to the gym in accordance with the Privacy Act 2020. The type of information will normally be collected from members. These include full name, date of birth, gender, contact details, emergency contact details, ethnicity, health and safety status/medical history, ID for entry, records of messages to the Trust, CCTV footage.

The Trust will have access to members' personal information for purposes relevant to the gym operations including but not limited to;

- Creating and maintaining membership records
- Entry and use of the facility
- Fees charges and invoicing
- Providing general assistance to members
- Establishing and maintaining reports
- Confirmation of identity
- Strategic reporting, funding, budgeting and forecasting
- Marketing and public relations
- Contacting emergency contacts in the case of an emergency
- Administering security
- Health and safety practices
- Any disciplinary issues
- Managing and improving the gym facility

Video Surveillance

For security purposes, the gym uses video surveillance equipment to monitor the interior and exterior of the gym on a 24/7 basis. By signing a membership agreement, you acknowledge that by accessing our gym, you will be subject to video surveillance and recording that will be used for security purposes. Video surveillance is limited to the floor area, outside carpark and entrances. It is not in the bathroom/ shower areas.

Photography and Filming

For privacy reasons, members must not take photos or videos of other members at the gym without their permission. This includes social media. The use of cell phones, photography and filming are strictly prohibited inside the shower/bathroom areas.

Health and Safety

The use of tobacco/drugs and/or alcohol (or being under the influence of) in the gym is strictly prohibited. Any member found or suspected to be using the gym while under the influence of drugs and/or alcohol will be asked to leave the premises and/or have their membership terminated immediately. Failure to leave will mean the authorities may be called.

Release and Indemnity

You agree to abide by the Rawene gym rules and policies for the safe use of this facility.

You acknowledge that the use of this facility involves the possible risk of injury and/or damage. You agree that by using these facilities you personally assume that risk and release Manaki Tinana Trust and any employee from any liability, claims, losses, damages or expenses caused by or arising out of or in connection with your use of the facility, including but not limited to

- Personal injury or death
- Personal loss, theft or damage
- Any other loss, damage, suffering, emotional or nervous shock or disorder

In signing up to the gym membership you confirm that you suffer from no physical or medical condition which may be aggravated by your use of the facility, unless specified and cleared by a medical professional.

You consent to receive medical treatment in the case of an injury, accident or illness which you suffer in the course or connected with the use of the facility and agree to indemnify Manaki Tinana Trust and employees against any claims in respect of such treatment. Each person expressly acknowledges that the decision to enter the gym premises and surrounds, participate in any programme, utilise equipment and/or take advantage of the services offered therein is at her or his own risk.

