

UWA Sport Fitness Centre

Terms and Conditions for Members

The terms and conditions set out below govern your membership to the UWA Sport Fitness Centre (entrance off Carpark 1) ("Fitness Centre"), which is owned and run by UWA Sport Pty Ltd of 35 Stirling Highway, Crawley, WA 6009 (ABN: 96 605 887 189). UWA Sport is a wholly owned subsidiary of The University of Western Australia (ABN: 37 882 817 280) ("UWA"). References to "you" below are references to the individual member listed on the membership form, and references to "UWA Sport", "us" or "we" are references to UWA Sport Pty Ltd. Members must be individual persons.

Please retain a copy of this agreement for your records.

Cooling Off Period

You understand you have 48 hours cooling off period (as per the Fitness Industry Code of Practice Regulations 2007) after signing this agreement. You are entitled by law to terminate your membership without needing to give a cause or reason, if you terminate your membership in writing to UWA Sport (info@sport.uwa.edu.au) within 48 hours of signing your application form. Upon terminating your membership you will be refunded any paid fees within 14 days. The start time and end time for your cooling off period are listed on your application form.

You have a right to terminate your membership within 48 hours and receive a refund within 14 days.

Membership Entitlements

By signing your application form, you agree to be bound by these terms and conditions. You understand your membership only entitles you to use of the Fitness Centre specific to your membership type, and only for the term of your membership. Your membership does not entitle you to access the Recreation Centre; Sports Hall, Squash Courts or Outdoor Netball/Tennis Courts, or other facilities outside the Fitness Centre such as Recreate Courses. These may be booked separately and are subject to their distinct fees and access terms.

Information of the entitlements for each membership can be found via the 'UWA Membership Model' located on the UWA Sport website www.sport.uwa.edu.au

Transferring, Sharing or Selling your Access or Membership is Prohibited

You may not transfer or sell your membership to another person, or share or allow another person to use your member/student/staff card (being either a UWA Sport membership card issued by UWA Sport or UWA student/staff card activated by UWA Sport) ('access card'). Guest passes may be provided by UWA Sport to you as part of your membership, and you will be advised upfront if you are granted any guest passes. Persons using guest passes will be required to sign their own access terms. Otherwise, guests must purchase a membership or casual visit passes to use the Fitness Centre. Memberships will be terminated without a refund if a member is found to be sharing his/her access card to allow a non-member entry to the Fitness Centre and UWA Sport may refuse entry to any person who UWA Sport reasonably believes is using the access card of another person.

Fitness Appraisals

As a member, you are entitled to and recommended to have a free fitness appraisal. Presentation of a "fit to exercise medical clearance" from a medical practitioner may be required by us before proceeding with an exercise program or your Fitness Centre access. Further or ongoing fitness appraisals and re-programming may attract additional fees depending on the membership type purchased.

Access

To enter the Fitness Centre you must present your valid access card for scanning in order for your visit to be recorded and your membership validated. You must keep your validated access card with you whilst in the Fitness Centre at all times. Your photo will be taken when purchasing a membership and kept on file by UWA Sport. The photo will also be printed on your access card if you are not a student or staff member using a UWA card that already has a photo. You must advise us immediately if your access card is lost or stolen. The cost to replace a lost or stolen UWA Sport Fitness Centre access card is \$5.

Conditions of Entry

You agree you have read the 'Fitness Centre Conditions of Entry' and agree to comply with these conditions. A copy of the Conditions of Entry is available at reception, and on the UWA Sport website www.sport.uwa.edu.au

Pay-upfront Members

If you wish to pay your membership fees upfront, you must pay the fees in the amounts set out in your membership application form, before using the Fitness Centre for the first time.

If you wish to continue using the Fitness Centre at the end of your pay-upfront period, you must re-apply for membership for a subsequent period or purchase casual visit passes.

The maximum term for which you can pay upfront is 12 months.

If you are a pay-upfront member you are entitled to cancel your membership but you are not entitled to a refund or part refund of your membership fee. You may request to cancel your membership by completing a 'Cancellation Application Form' available from UWA Sport and we will respond within 5 business days.

UWA Sport may at its absolute discretion, consider refunds in extenuating circumstances such as permanent injury, ill health or death, upon application to info@sport.uwa.edu.au.

LinksPay Members (Direct Debit)

If you wish to pay your membership fees on a scheduled payment basis you will do so via direct debit ('LinksPay') in accordance with these terms and the LinksPay direct debit services agreement (issued by LinksPay), which you have read and accepted. The LinksPay direct debit services agreement may be updated from time to time by LinksPay and UWA Sport will advise you of such changes via email and your continuing use of the Fitness Centre will constitute your acceptance of those changes.

Your nominated bank account or credit card will be debited the fees in the amounts set out in your membership application form, for the term of your membership (which shall not be longer than 12 months). You pay your membership fees fortnightly in advance. You warrant you are the account holder for the bank account details you provide.

We will endeavour to contact you via phone, SMS or email to inform you of any overdue payments. You may be charged a \$20 dishonour fee for failed payments. Your Fitness Centre access will be blocked upon a failed payment and you will be required to settle the outstanding amount and any dishonour fee at reception to reactive your membership.

If you repeatedly fail to meet your payment obligations, we may terminate or suspend your membership on written notice to you.

If you are a LinksPay member, you do not have an ongoing membership, and it will expire at the end of your relevant membership term. If you wish to continue using the Fitness Centre at the end of your relevant membership term, you must re-apply for membership for a subsequent period or purchase casual visit passes.

LinksPay members on a 6 month or 12 month membership may cancel their membership by completing a "Cancellation Application Form" (available at UWA Fitness Centre reception or via email at info@sport.uwa.edu.au).

Once applied for, your membership will cancel at the end of the subsequent calendar month after we received your Cancellation Application Form, and you may continue to use the Fitness Centre until that time. Scheduled payments due until the cancellation date will be debited and remaining payments will be pro-rated. You are not entitled to a refund of any membership fees already paid by you.

Cancellation of your membership does not limit our ability to recover from you any unpaid or overdue amounts validly owed to us before you cancelled your membership.

Salary Packaged Members

If you are a UWA Staff member, and you are entitled to salary package a Fitness Centre membership in accordance with your employee entitlements, you may apply for a 12 month Fitness Centre Membership ('Salary Packaged') only.

Salary Packaged membership fees will be deducted from your salary for your 12 month membership term in accordance with your selected membership type (being either pay upfront or fortnightly payments) and salary package arrangements.

If you are a Salary Packaged member, you do not have an ongoing membership, and it will expire at the end of your relevant membership term. If you wish to continue using the Fitness Centre at the end of your 12 month membership, you must re-apply for membership for a subsequent period or purchase casual visit passes.

Salary Packaged members may cancel their membership by completing a "Cancellation Application Form" (available at UWA Fitness Centre reception or via email at info@sport.uwa.edu.au). Once applied for, your membership will cancel at the end of the subsequent calendar month after we received your Cancellation Application Form, and you may continue to use the Fitness Centre until that time. Scheduled payments due until the cancellation date will be debited and remaining payments will be pro-rated. You are not entitled to a refund of any membership fees already paid by you.

Cancellation of your membership does not limit our ability to recover from you any unpaid or overdue amounts validly owed to us before you cancelled your membership.

Other Members – No Right to Cancel Membership

If you hold any other type of membership not expressly provided for in these terms as being able to be cancelled, such as a 3 month membership, UniPass, Fresher Fit, Semester or a season special, you cannot cancel your membership.

Suspensions

If you hold a 6 month or 12 month pay-upfront, Salary Packaged or LinksPay membership, you may suspend your membership by completing a 'Suspension Application Form' available from UWA Sport, and you must pay a \$20 suspension administration fee. A suspension will not be considered until this fee is paid. If you hold any other type of membership, such as a 3 month membership, UniPass, Fresher Fit, Semester or a season special, you cannot suspend your membership.

If you hold a 6 month or 12 month pay-upfront, Salary Packaged or LinksPay membership, and your suspension is approved, you may suspend your membership for a minimum of 2 weeks and a maximum of 8 weeks per annum, but not in the last 2 weeks remaining of your membership. If you apply for more than your entitled suspension period, we would approve only your entitled period.

Suspensions cannot be backdated. We require a minimum of 5 business days to administer the suspension.

For pay-upfront members, the suspension period will be added on to the end of your membership period.

For all LinksPay members, fortnightly debit payments will be deferred for the duration of the suspension time; part fortnight suspension will attract a pro-rata charge of membership fees. The suspension period will be added on to the end of your membership period and your direct debit continued until the end of the extended period.

The Fitness Centre cannot be used during the suspension period.

Minimum Age

Children under the age of 16 years are not permitted to enter the Fitness Centre without the consent of UWA Sport management.

Children between the ages of 16 - 18 years of age are only permitted to enter the Fitness Centre with signed parental or legal guardian permission.

In addition to signed parental or legal guardian permission, children under 16 years of age must be accompanied by a parent or legal guardian at all times, who are required to hold their own membership. There is no fee reduction.

Hours of Operation and Closure Periods

You may access the Fitness Centre during hours of operation, as notified by us. You are allowed access to the specific zones associated with the membership you have purchased. You can enter additional zones with the purchase of a casual entry.

The Fitness Centre is closed on certain WA public holidays throughout the year and for a period over Christmas - New Year, as determined by UWA Sport. Membership prices take

this into account and no refunds or extension periods will be granted as a result of closure. In calculating a period of membership suspension following a valid request, days when the Fitness Centre is closed will count towards the period of any membership suspension as if they were normal days, and no additional days granted.

Exercise Attire

Appropriate exercise attire and closed in training shoes must be worn at all times in the Fitness Centre. Steel capped boots and thongs/ sandals are not permitted.

Training Etiquette

You must bring a towel to every workout and place on upholstery of equipment and wipe down machines after use. No towel, no entry. Towels are available for purchase. The dropping of weights or improper use of any fitness equipment will not be tolerated for any reason. All weights are to be returned to weight racks after use. You shall not possess any greater right to access than a casually paying person. A 'first come' rule applies to all classes where the numbers exceed maximum capacity.

Lockers and Pigeon Holes

A limited number of free lockers and pigeon holes are available to all Fitness Centre patrons. Belongings must not be left on the gym floor.

UWA Sport takes no responsibility and shall not be liable for belongings and valuables brought by Members into the Fitness Centre, whether placed in lockers, pigeon holes or elsewhere at the Fitness Centre, or surrounding areas and facilities (including the Recreation Centre).

Signage

All signs posted at UWA Sport facilities should be considered part of the rules and regulations of the venue and must be abided by at all times.

Private Business and Guests

No illegal or unauthorised private business may be conducted within UWA Sport facilities and/ or its surrounding grounds.

Change of Service

UWA Sport reserves the right and authority to alter and/ or cancel any class, activity or access to facility space.

Communications and Privacy

You acknowledge that as a member of the Fitness Centre, you may receive relevant communication and marketing material from UWA Sport. UWA Sport will communicate through avenues including but not limited to social media, emails, and SMS. UWA Sport will only disclose your personal information with your consent or as permitted by law.

LinksPay Direct Debit Terms-DDR Service Agreement

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with LinksPay and the UWA Sport Pty Ltd. 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 UWA Sport Pty Ltd as indicated on the front of this Direct Debit Request. I/We acknowledge that LinksPay is acting as a Direct Debit Agent for UWA Sport Pty Ltd 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 UWA Sport Pty Ltd or the terms and conditions of any agreement with UWA Sport Pty Ltd. I/We acknowledge that LinksPay and UWA Sport Pty Ltd will keep any information (including account details) contained in the Direct Debit Request confidential. LinksPay and UWA Sport Pty Ltd 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 extent 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 UWA Sport Pty Ltd. 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 it 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 3pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day. I/We authorise UWA Sport Pty Ltd to vary the amount of the payments from time to time as provided for within the UWA Sport Pty Ltd agreement. I/We authorise LinksPay to vary the amount of the payments upon instructions from UWA Sport Pty Ltd. 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 UWA Sport Pty Ltd 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 UWA Sport Pty Ltd. I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to UWA Sport Pty Ltd. I/We acknowledge that any disputed debit payments will be directed to UWA Sport Pty Ltd. 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 UWA Sport Pty Ltd. I/We acknowledge that if specified by UWA Sport Pty Ltd, a setup, variation, dishonour, SMS or processing fees may apply as instructed by UWA Sport Pty Ltd. 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

You acknowledge that CCTV and surveillance are used at the Fitness Centre, surrounding areas and facilities (including the Recreation Centre) and on UWA grounds to ensure the safety and security of members and patrons at UWA Sport.

Change of Details

UWA students and staff are required to notify UWA of any changes to their address, phone number and email address. Community members are required to directly notify UWA Sport of any changes to address, phone number and email address. All members must notify UWA Sport immediately of any changes to banking details by completing a new direct debit form.

Right of Admission and Membership Cancellation

UWA Sport reserves the right to refuse your admission to a UWA Sport facility including the Fitness Centre, and/or to cancel your membership (which shall be done by notice in writing to you) due to your inappropriate or harmful behaviour or conduct, a concern for health or safety, your repeated failure to meet your payment requirements, or your failure to comply with these membership terms and conditions, including but not limited to sharing an access card.

If your access is refused or your membership is cancelled by us, you are not entitled to a refund of membership fees already paid by you.

Risk and Liability

You acknowledge and accept the risk inherent in attending the Fitness Centre, using fitness equipment and undertaking any exercise program or activity. These risks include personal injury and death. You acknowledge these risks arise not just from your own actions, but the actions, omissions or negligence of others.

You accept responsibility for your own safety when attending UWA Sport facilities and participating in any program, activity or using any UWA Sport facilities or equipment.

You must report to us any known or observed hazards, incidents and injuries.

You acknowledge we cannot give you medical advice and it is your responsibility to ensure you do not participate in any exercise or use any equipment which may aggravate or adversely affect any conditions or injuries you have. We recommend you speak with a qualified medical professional before commencing any new exercise routine. If you have any health or medical concerns, you must discuss these with a qualified medical professional before attending the Fitness Centre or using the equipment.

You confirm you are capable of participating in any activities you involve yourself in at the Fitness Centre, and are able to meet required experience and ability levels relevant to your use of any equipment, or attendance at any program or activity.

You hereby represent that to the best of your knowledge, you have no conditions or injuries that may be aggravated by your use of the Fitness Centre or that may affect your ability to participate safely.

You consent to receive, and authorise UWA Sport to arrange, medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness to you when attending the Fitness Centre; and indemnify the organisers for all costs and expenses associated therewith.

For the avoidance of doubt, you acknowledge UWA Sport is not liable for third parties or injury to you caused by any other member or non-member.

You hereby agree you will not hold UWA Sport, UWA and/or our employees, agents or volunteers liable for (a) any loss, damage, personal injury or death suffered or incurred from your use of the Fitness Centre or your participation in any class or activity, except if we (or any one of our employees) are deemed negligent; or (b) any loss of/damage to your property, including a vehicle or its contents or property in UWA Sport lockers and pigeon holes.

If you cause damage to the Fitness Centre or any equipment, we may recover from you the cost of repair or replacement.

We may also recover from you the cost of any loss or damage we suffer or incur as a result of your breach of these terms and conditions, which we have not been able to mitigate.

The obligations in this clause continue even if you have ceased accessing the Fitness Centre.

Complaints

If you have a complaint about the Fitness Centre or about us, please lodge it in writing to the reception or via email to info@sport.uwa.edu.au and we will acknowledge receipt

within 7 days. We will endeavour to resolve the complaint within a reasonable timeframe. You are entitled to fair and equitable handling of your complaint.

Fitness Industry Code of Practice

The Government of Western Australia issues a Fitness Centre Code of Practice. It is available on the Department of Commerce (WA) website, or you may request a copy from us and one will be provided to you.