

UWA Sport Fitness and Aquatic Membership Terms and Conditions for Members

Current as of March 2022

The terms and conditions set out below govern your membership to the UWA Sport Fitness Centre (entrance off Carpark 1) ("Fitness Centre"), and the UWA Aquatic Centre (entrance off Parkway Entry 4) ("Aquatic Centre" which are 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 a 7 day cooling off period (as per the Fair Trading Fitness Industry Code of Practice Regulations 2020 WA.) after signing this membership 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 7 days 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 7 calendar days 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 the Fitness Centre and Aquatic Centre specific to your membership type, and only for the term of your membership. Your membership does not permit you to access the Recreation Centre; Sports Hall, Squash Courts or Outdoor Netball/Tennis Courts, or other facilities or activities 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 their access card to allow a non-member entry to the Fitness Centre or Aquatic 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

The client is entitled and encouraged to complete a complimentary Fitness Appraisal at the commencement of your membership agreement. Presentation of a "fit to exercise medical clearance" from a medical practitioner may be required by UWA Sport before proceeding with an exercise program or your Fitness Centre access. A limit of 1x Fitness Appraisal per membership holder, per membership is permitted for redemption at no charge to the client.

Fitness Booster Pack

Only members of the Fitness Centre are eligible to purchase a Fitness Booster Pack at an additional fee from the Front Desk. Purchase of a Fitness Booster Pack entitles the client to redeem 2x 45 minute training sessions with an approved and assigned UWA Sport trainer. Both Fitness Booster Pack sessions (2) must be redeemed within 30 days of the purchase date, and clients must hold an active Fitness Centre membership. Fitness Booster Packs cannot be transferred, traded for alternative services and do not replace regular membership repayments. Clients are not eligible to complete sessions with multiple trainers. UWA Sport may, at its discretion, approve a change of trainer completing the Fitness Booster Pack sessions in special circumstances.

Personal Training

UWA Sport Fitness and Aquatic Centre memberships do not include Personal

Training. Personal Training services to be utilised at the Fitness Centre can be arranged through direct contact with an approved UWA Sport Trainer. Separate contracts for the terms of engagement for Personal Training services are to be provided to the client by the approved UWA Sport employee/contractor. These services will incur an additional fee at the discretion of the engaged trainer. UWA Sport is not responsible for the payment and management of Personal Training fees and services, including but not limited to cancellation and/or refunding of personal training services.

Personal Training and/or private swimming consults at the Aquatic Centre are not available during Public Swimming times. Requests for private swimming consults must be arranged in direct consultation with the Aquatic Centre. These are subject to additional fees and terms and conditions which can be provided to you upon request to the Aquatic Centre.

Access

To enter the Fitness Centre or Aquatic Centre, you must present your valid access card for scanning to record your visit and validate your membership. You must keep your validated access card with you whilst in the 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 access card is \$15.00.

Conditions of Entry

You agree you have read the applicable 'Fitness Centre Conditions of Entry' and 'Aquatic Centre Conditions of Entry' and agree to comply with these conditions. Copies of the Conditions of Entry are available at reception and on the UWA Sport website www.sport.uwa.edu.au

Membership Term

You must select the membership term you wish to purchase when completing your membership form, and the applicable terms and conditions below will apply.

1. Pay-upfront Members

If you wish to pay your membership fees upfront, you must select the Pay-upfront Membership option and select a membership term when completing your membership form. You must pay the fees in

the amounts set out in your membership application form before using the Fitness Centre or Aquatic Centre for the first time.

Pay-upfront Memberships are Fixed Term agreements and will automatically terminate at the end of your 12 month membership period. If you wish to continue using the Fitness Centre or Aquatic Centre at the end of your Pay-upfront Membership term, you must re-apply for membership.

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.

2. Direct Debit Membership

If you wish to set up a Direct Debit Membership you must select the Direct Debit Membership option and select a membership term when completing your membership form. Your Direct Debit Membership will be subject to these terms and the Debitsuccess Direct Debit Services Agreement (issued by Debitsuccess and included in these terms and conditions), which you have read and accepted. The Debitsuccess Direct Debit Services Agreement may be updated from time to time by Debitsuccess and UWA Sport will advise you of such changes via email and your continuing use of the Fitness Centre and Aquatic Centre will constitute your acceptance of those changes.

The minimum term of a Direct Debit Membership is 1 month (Minimum Term).

The direct debit fee set out in your membership application form will be debited fortnightly in advance from your nominated bank account or credit card by Debitsuccess. These payments will continue each fortnight for the Minimum Term, and will then continue each fortnight for the 12 month term, or in the case of an ongoing membership, until you give us written notice that you wish to cancel your Direct Debit Membership.

Your initial direct debit payment will include a once-off \$25 admin fee, per direct debit membership.

Fixed Term Agreement

If you select a 12 month Direct Debit Membership Fixed Term Agreement, then your membership will automatically

terminate at the end of that term. If you wish to continue using the Fitness Centre and Aquatic Centre at the end of your 12 month direct debit term, you must re-apply for membership.

Ongoing Agreement

If you select an ongoing Flexi Direct Debit Membership your membership is ongoing and will automatically continue after the Minimum Term until it is terminated in the way set out in these terms and conditions.

Direct Debit Cancellation after the Minimum Term (Ongoing Agreements)

If you wish to cancel your Ongoing Direct Debit Membership after the Minimum Term, you must advise us in writing by email at info@sport.uwa.edu.au or by completing and submitting a "Cancellation Application Form" (available at UWA Fitness Centre reception or via email at info@sport.uwa.edu.au).

Once you have applied for a cancellation, your Ongoing Direct Debit Membership will cancel 14 days after we've received your cancellation request, and you may continue to use the Fitness Centre until that time. You are not entitled to a refund of any membership fees already paid by you.

Direct Debit Cancellation within the Minimum Term (Fixed Term Agreements)

If you wish to terminate your Direct Debit Membership before the expiry of the Minimum Term, or in the case of a Fixed Term Agreement before the end of the nominated fixed term, you must advise us by email at info@sport.uwa.edu.au or by completing and submitting a "Cancellation Application Form" (available at UWA Fitness Centre reception or via email at info@sport.uwa.edu.au).

Once you have applied for a cancellation, your Fixed Term Direct Debit Membership will cancel 30 days after we've received your cancellation request, and you may continue to use the Fitness Centre until that time. You are not entitled to a refund of any membership fees already paid by you.

Cancellation Under Special Circumstances

UWA Sport will take into consideration medical, special or extenuating circumstances which may require a member to cancel their Membership. You will be required to provide documentation to support your request. UWA Sport may issue a credit to your UWA Sport account or refund if your cancellation is approved.

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. 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 and Aquatic 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.

3. Salary Packaged Membership

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 Salary Packaged Membership. Salary packaging is available on selected 12 month Upfront memberships.

To salary package your membership, you are required to fill out a Maxxia Salary Packaging Form which will be provided to you by the Customer Service Team. You will need to provide Maxxia with any supporting documentation when submitting your claim i.e. tax invoice receipt and photocopy of your membership form. UWA Sport does not hold any responsibility for submitting your salary packaging claim to Maxxia. You are responsible for providing Maxxia with the required Salary Packaging Form and any other documentation.

You can submit your claim the following ways:

- Online:
maxxia.com.au/forms/upload-a-form
- Email: info@maxxia.com.au
- Fax: 1300 733 444
- Post: Maxxia Pty Ltd, Locked Bag 18, Collins Street East, Melbourne VIC 8003

Fixed Term Agreement

If you select 12 month Salary Packaged Membership Fixed Term Agreement, then your membership will automatically terminate after 12 months. If you wish to continue using the Fitness Centre or Aquatic Centre at the end of your 12 month term, you must re-apply for membership.

Cancellation within Minimum Term

If you wish to terminate your Salary Packaged Membership before the expiry of

the Minimum Term, or in the case of a Fixed Term Agreement before the end of the nominated fixed term, you must advise us by email at info@sport.uwa.edu.au or by completing and submitting a "Cancellation Application Form" (available at UWA Fitness Centre reception or via email at info@sport.uwa.edu.au).

Once you have applied for a cancellation, your Salary Packaged Membership will cancel 30 days after we received your email or Cancellation Application Form, and you may continue to use the Fitness Centre and Aquatic Centre until that time. 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, including promotional memberships including, but not limited to UniPass, , you cannot cancel your membership.

Suspensions

If you hold a Flexi, 12 month Pay-upfront, Salary Packaged or Direct Debit 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 UniPass, Fresher Fit or a season special, you cannot suspend your membership.

If you hold a Flexi, 12 month Pay-upfront, Salary Packaged or Direct Debit 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 (in the case of 12 month Pay-upfront members). 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 Salary Packaged and Direct Debit Members, fortnightly payments will be

deferred for the duration of the approved suspension and be pro-rated where necessary (if part of a fortnightly payment is the subject of an approved suspension).

You cannot use the Fitness Centre or Aquatic Centre during your suspension period.

Hours of Operation and Closure Periods

You may access the Fitness Centre during hours of operation, as notified by us. Aquatic Centre pool access for applicable members is only available during Public Swimming Times as per our website www.sport.uwa.edu.au

The Fitness Centre and Aquatic Centre are 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 and Aquatic Centre are closed will count towards the period of any membership suspension as if they were normal days, and no additional days granted.

Minimum Age – Fitness Centre

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.

Minimum Age – Aquatic Centre

Public Swimming is only open to swimmers 16 years and over.

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.

Swimming Attire

For access to the Aquatic Centre, you are required to wear swimming caps and appropriate swimwear at all times, across all activities. Clothing is not considered appropriate swimwear.

Parking

You acknowledge parking at UWA is subject to the UWA by-laws, and ticket or permit parking is required between 8am and 5pm weekdays. You agree to park at your own risk and comply with all relevant signs and the UWA by-laws.

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 from the Centre reception. 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 or Aquatic Centre, whether placed in lockers, pigeon holes or elsewhere within the Centres, 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.

Photography and Videography

You consent to, and authorise UWA Sport or its delegates to, take photographs and video footage for the use of future promotion and marketing and for the purpose of sharing with participants. UWA Sport may from time to time video record participants for the purposes of reviewing and correcting technique and providing coaching and feedback. If you do not wish for such footage to be taken please notify UWA Sport upon signing up.

Communications and Privacy

You acknowledge 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.

You acknowledge that CCTV and surveillance are used at the Centre, surrounding areas and facilities 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 Aquatic 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 and Aquatic 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 and Aquatic Centre, or using the equipment.

You confirm you are capable of participating in any activities you involve yourself in at the Fitness Centre and Aquatic 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 Aquatic 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 or Aquatic Centre; and indemnify the organisers for all costs and expenses associated therewith. To avoid doubt, you acknowledge that 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 Aquatic 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 UWA Sport facilities 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 and Aquatic Centre.

Changes to Fees

In the case of ongoing Direct Debit Memberships, UWA Sport reserves the right

to review the membership fees on an annual basis and may increase the membership fees at its discretion. UWA Sport will provide you with at least 60 days' prior written notice of its intention to raise membership fees.

Complaints

If you have a complaint about UWA Sport staff, services, products or facilities, 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.

Debitsuccess Direct Debit Request

(DDR) Service Agreement

Applicable only to Direct Debit Memberships

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

Initial Terms

I/We hereby authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of UWA Sport Pty Ltd as indicated on the DDR Authorisation Form. I/We acknowledge that if specified by UWA Sport, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by UWA Sport.

Relationship

I/We acknowledge that Debitsuccess is acting as an agent of UWA Sport and that Debitsuccess does not provide any good or services, and has no express or implied liability in relation to the goods and services provided by UWA Sport or the terms and conditions of any agreement within UWA Sport.

Cleared Funds

I/We acknowledge that is my/our responsibility to ensure that there are

sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. 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 when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

Variations to Debit Terms

I/We authorise UWA Sport to vary the amount of the payments from time to time as provided for within the agreement with UWA Sport. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from UWA Sport. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to UWA Sport. I/We acknowledge that Debitsuccess/UWA Sport is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to UWA Sport.

Cancelling these Debit Terms

I/We understand that I/we are able to cancel this DDR by requesting this of UWA Sport or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with UWA Sport or remove my/our liability to make payments I/we have agreed to.

Dishonoured Payments

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 fees of solicitors and collection agents appointed by Debitsuccess; and Debitsuccess may attempt to re-process any unsuccessful payments as advised by UWA Sport and/or add such unsuccessful payment to any future payments.

Accuracy of Information

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong

and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via UWA Sport.

Disputes

I/We acknowledge that any disputed debit payments will be directed to UWA Sport. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

Other Authorisations

I/We authorise: The Debit User to verify details of my/our account with my/our Financial Institution; and The Financial Institution to release information allowing the Debit User to verify my/our account details.

Information Security

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will 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.

Debitsuccess will only disclose information that we have about you: to the extent specifically by law; or for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact DebitSuccess Pty Ltd. PO Box 577, Mt Waverley, VIC, 3147 Phone: 1800 148 848 Email: customerservice@debitsuccess.com