

**MEMBERSHIP CONDITIONS FOR THE FLINDERS UNIVERSITY SPORT AND FITNESS  
FACILITY  
GPO Box 2100, Adelaide, SA, 5001**

These Terms & Conditions apply and form part of any Membership Agreement made between you and Flinders Campus Community Services Incorporated t/a Flinders University Sport and Fitness ("we" or "us"). Please read these Term & Conditions carefully and make sure you understand your rights and obligations before you sign the Membership Agreement.

**1. TERM**

- 1.1. The Membership Agreement begins on its date of execution and terminates at the expiration of the membership term (unless terminated earlier in accordance with these Terms & Conditions).

**2. MINIMUM AGE**

- 2.1. The minimum age for members is 17. Persons under the age of 17 ("minors") are not entitled to membership and must be accompanied by a parent or guardian at all times while on premises.
- 2.2. The Membership Agreement must be signed by a parent or guardian for all members aged 17 years.
- 2.3. You agree to accept full responsibility for the safety and actions of any minors accompanying you onto our premises.
- 2.4. No minors are permitted on premises outside of staffed hours.

**3. MEMBERSHIP**

- 3.1. Your membership entitles you to use the premises, facilities, equipment and services ("Centre") described for the relevant membership category in our membership booklet. For the avoidance of doubt, your membership in no way constitutes legal membership of Flinders Campus Community Services Incorporated under the Associations Incorporation Act 1985 (SA).
- 3.2. We reserve the right to alter or vary the rights attaching to membership at any time provided that you are not materially prejudiced.
- 3.3. Additional areas such as court hire and other programs and services may not be included in your membership and will incur additional costs. Please see our friendly staff for prices.

**4. OPENING HOURS**

- 4.1. The advertised opening hours of the Centre are correct as commencement of the Membership Agreement, however we reserve the right to change opening hours and/or the availability of certain equipment and services in accordance with our reasonable operating requirements.

**5. YOUR OBLIGATIONS**

- 5.1. We maintain a Member Code of Conduct, which shall be provided to you on executing your Membership Agreement and is also available on request. It is a fundamental term of your Membership Agreement that you agree to comply with the Member Code of Conduct in all respects.
- 5.2. We may vary or amend the Member Code of Conduct at times, provided it does not materially prejudice your rights under your Membership Agreement. Any variation may be notified to you in writing or by displaying the new code in the Centre.
- 5.3. All members must undertake an induction before using the Centre. Once you have joined you will be given an orientation of the Centre which includes and explanation of the security and safety processes, plus how your 24hour access pass works. You accept full responsibility for any injury or loss if you elect not to undertake the induction.
- 5.4. You agree to take full responsibility for your personal effects and belongings whilst in the Centre. We accept no responsibility for any loss or damage to your property or possessions.
- 5.5. You agree to follow the reasonable and lawful directions of our staff and campus security while in or around the Centre.

**6. UNSTAFFED HOURS**

- 6.1. Where we operate on a 24/7 basis, the Centre may be available for your use during periods when no staff are present ("unstaffed hours"). Entry into and use of the Centre during unstaffed hours is on and subject to the following conditions:
  - 6.1.1. You acknowledge that no staff shall be available to provide support or assistance in any form.
  - 6.1.2. You agree to keep the personal security alert we have provided in your possession at all times.
  - 6.1.3. You acknowledge that during unstaffed hours there is an increased risk of:
    - 6.1.3.1. serious personal injury;
    - 6.1.3.2. personal harm due to the actions of other members or members of the public; and
    - 6.1.3.3. loss of, damage to, or theft of personal possessions.
- 6.2. You accept full responsibility for these risks and access the Centre during unstaffed hours in full knowledge of these risks.

**7. VIDEO SURVEILLANCE**

- 7.1. We reserve the right to implement and utilise appropriate security measures, including the use of video surveillance equipment in and around the Centre, provided that such measures shall not be implemented within the change rooms.
- 7.2. You acknowledge that by accessing the Centre you will be subject to video surveillance and recording and other security measures, and consent to our use and recording of such material.

**8. UNAUTHORISED ACCESS**

- 8.1. Your membership is personal to you unless we consent to its transfer to another member.
- 8.2. You may not, unless we agree, bring any other person with you or permit any non-member to access the Centre. This includes allowing another member to borrow your access card.
- 8.3. You agree to comply with any procedures we may set out from time to time regarding access to the Centre, as set out in the Member Code of Conduct.
- 8.4. You shall not while in the Centre attempt to solicit any business for personal financial gain from any other member for any purpose. This includes, but is not restricted to, personal training and/or medical or dietary advice.
- 8.5. You must comply with the University's policies and any other applicable laws or regulations while on campus, and acknowledge that the University imposes conditions and restrictions on entry onto campus grounds.

**9. MEDICAL CONDITIONS**

- 9.1. You represent and warrant that:
  - 9.1.1. you have disclosed to us in writing prior to executing the Membership Agreement all medical conditions which may be relevant to your use of the Centre; and
  - 9.1.2. except as disclosed in writing, you are in good physical condition and have no medical reason or impairment that might prevent you from using, or be aggravated by using, the Centre.
- 9.2. You agree to notify us in writing of any new medical condition which arises during the term of your membership which may be relevant to your use of the Centre.

- 9.3. Where we have reasonable cause to believe that you may be suffering from a medical condition, we may require you to provide a clearance from a practicing doctor before allowing you to access the Centre. If you fail to provide such clearance, we may terminate your membership.
- 9.4. You acknowledge and agree that we have not and are not qualified to provide you with any medical advice in relation to your use of the Centre.
- 9.5. You agree to be responsible for and indemnify us in relation to any costs associated with a medical emergency arising out of your use of the Centre, including any ambulance fees, whether or not you consented to such treatment.

#### **10. TERMINATION**

- 10.1. We may terminate your Membership Agreement without cause at any time in our absolute discretion by telling you in writing. Upon such termination we will refund you the fees that are attributed to the period after cancellation, less a \$35 administration fee and any other outstanding fee's related to a service already supplied.
- 10.2. We may also terminate your Membership Agreement if you are in material breach, in which case all remaining membership fees shall become immediately due and payable, and you shall not be entitled to a refund of any membership fees already paid.
- 10.3. **Cooling off.** You may terminate your Membership Agreement for any reason within 72 hours of execution ("**Cooling Off Period**") by telling us in writing. You will receive written confirmation of the cancellation as proof. We will refund you any fees paid in full within 14 days, less an administration fee of \$35 and the cost of any services already provided to you. If no confirmation is received within five days, please telephone the membership coordinator on 8201 2842.
- 10.4. You may also terminate your membership after the Cooling Off Period by notice to us in writing for any reason, but your entitlement to a refund of membership fees shall be determined as follows:
  - 10.4.1. in the case of memberships where the fees are paid by recurring direct debit, salary sacrifice and pay deductions, we are entitled to charge a cancellation fee equal to 40% of the remaining contract value or \$100 (whichever is the lesser amount). Subject to payment of the cancellation fee, all future period payments will be cancelled; and
  - 10.4.2. in the case of memberships for a fixed term with the fees paid in advance, no refund will be given. You acknowledge that this is reasonable in all the circumstances given our limited operating budget.

#### **11. SUSPENSION**

- 11.1. To be eligible for a temporary suspension of membership (either medical or non-medical), you must be in good standing (i.e. not in breach of your Membership Agreement) and all due fees must be paid and up to date.
- 11.2. Non-medical suspensions are subject to payment of an upfront fee of \$10 per month or part thereof of the suspension duration. Minimum suspension period is for 1 month. Maximum suspension period is for 6 months.
- 11.3. Membership suspensions are available for serious medical conditions at no extra charge. Each application must be submitted in writing and must be accompanied by written evidence in support from a qualified a medical practitioner prior to the suspension commences. The maximum duration of medical suspensions is 9 months.
- 11.4. For both medical and non-medical suspensions, memberships will restart at the conclusion of the suspension period without further notification to you. It is your responsibility to apply to extend the suspension period if required.
- 11.5. Where a Membership Agreement is suspended, your payments will be affected as follows:
  - 11.5.1. for staff memberships paid by regular deductions or paid up front in advance, there will be no change to the payment plan and the suspension period will simply be added to the end of the current membership period;
  - 11.5.2. for non-staff memberships paid by regular deductions, the payment plan will be suspended for the suspension period and will automatically recommence at the end of the suspension period without further notification; and
  - 11.5.3. for non-staff memberships paid up front in advance, the suspension period will simply be added to the end of the current membership period.

#### **12. RELEASE AND INDEMNITY**

- 12.1. You use the Centre at your own risk and acknowledge that the use of the Centre may involve risk of injury or loss of or damage to property, whether caused by you or another party. You release us, the University, and either of our employees, agents and contractors ("**Indemnified Persons**"), to the fullest extent permitted by law, from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever ("**Liabilities**") arising out of your access to or use of the Centre.
- 12.2. You acknowledge and agree that we are not the manufacturers of the equipment located in the Centre, and that we lease or purchase such equipment from third parties. Our liability is limited to allowing you to access such equipment, and to the maximum extent permitted by law you release us from any Liabilities associated with faulty or defective products or equipment.
- 12.3. You also agree to indemnify the Indemnified Persons on demand and keep them indemnified against any Liabilities they may suffer or incur (including to a third party) to extent such Liabilities arise out of your access to or use of the Centre.

#### **13. ADDITIONAL FEES**

- 13.1. You will be provided with an access card on executing your Membership Agreement. This card is required to access the Centre. If you require a replacement card, a fee of \$10 will be applied.
- 13.2. For access during unstaffed hours, you will be provided with a personal duress alarm which must be returned when you exit the Centre. You agree to accept full responsibility for loss of or damage to the alarm device. A fee of \$250 will apply for all devices not returned on exiting the Centre.

#### **14. TRANSFER OF MEMBERSHIP**

- 14.1. You may apply in writing to transfer the remainder of your Membership Agreement to another member. Direct debit memberships cannot be transferred.
- 14.2. Transfer will be subject to our consent, which may be withheld for any reason in our absolute discretion.
- 14.3. If we consent to the transfer, a transfer fee of \$20 will apply.

#### **15. ASSIGNMENT**

- 15.1. We may assign our rights under your Membership Agreement at any time to any person without your prior consent.