

Membership & FUSF Terms & Conditions



By signing the Membership Agreement, and whilst using the FUSF facilities you acknowledge and agree to comply with the following terms and conditions of Flinders University Sport & Fitness (FUSF). Please read this carefully and make sure you understand your rights and obligations before you enter FUSF, or sign the Membership Agreement.

1. TERM

This agreement begins at the commencement date of memberships and terminates at the expiration of the membership or unless terminated under clause 4.1. This agreement is legally binding for the period members have signed. Under clause 4.2, FUSF provides a "cooling off" period giving you the option to cancel the membership within 72 hours of signing the Membership Agreement. Additional areas such as court hire and other programs and services, will incur additional costs. Please see our friendly staff for prices. FUSF reserves the right to regulate the operating hours and conditions in accordance with the requirements of the business.

2. OBLIGATIONS AND RIGHTS

Members agree to conduct themselves in an orderly and proper manner, and not engage in conduct which could cause harm, create a hazard or nuisance or unreasonable behaviour that could impact on FUSF employees or its members. Members agree to take full responsibility for their personal effects and belongings whilst in or around FUSF. Members agree to be suitably attired, wear closed toe shoes and carry & use a sweat towel whilst in FUSF. In the event of a grievance or complaint please write to: Flinders Uni Sport & Fitness Management, GPO Box 2100 Adelaide SA, 5001 or sport.fitness@flinders.edu.au. FUSF will provide services under this agreement which include access to fitness equipment, group exercise classes, and exercise screening programs. Members agree to respect the privacy of others.

Each visit members must scan their identification card upon entering FUSF. Failure to do this may result in the member being evicted from the gym and their membership cancelled. Members caught passing their membership card / entrance receipt to anyone other than the member it was issued to, or allowing other unauthorised entry into the facility will result in their membership being cancelled. Members who provide/enable unauthorised access to others will have their membership revoked and forfeit all monies paid. No member will solicit 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. All weights MUST be replaced in the racks provided. Members who fail to replace weights on the storage areas provided may be evicted from the gym and their membership cancelled. Misuse of equipment will not be tolerated.

3. ADMISSION REQUIREMENTS

By accepting this membership, or with your use of FUSF, you warrant to FUSF that you have complied with the following: Members confirm that you do not have or are aware of having any physical, mental or health disability which could be aggravated, worsened or impaired by physical exercise or participation in programs. Members will seek medical clearance prior to use if requested by FUSF staff. Members use of FUSF and its programs and facilities, is at their sole risk and responsibility.

4. TERMINATION

FUSF can terminate this agreement at any time by notice in writing effective immediately. Upon such termination FUSF will refund you the fees that are attributed to the period after cancellation less a \$35 administration fee and any other outstanding fees related to a service already supplied. Members may terminate the membership agreement without cause or reason within 72 hours of signing this agreement. Cancellation of membership must be in writing. You will receive written confirmation of the cancellation as proof. If no confirmation is received within five days please telephone the membership coordinator on 8201 2842. FUSF reserves the right to recoup the cost of any fitness service provided to the member. In addition an administration fee of \$35 will be charged. Any refundable amount will be discharged within 14 working days. Termination of direct debit, staff salary sacrifice and staff pay deduction membership must be made in writing (email sport.fitness@flinders.edu.au) and be submitted to FUSF. FUSF will provide the member with written confirmation as proof. For fixed term membership, no refunds will be given for cancellation outside the 72 hour cooling off period.

5. SUSPENSION

Memberships purchased from Jan 1, 2023 are entitled to 30 days free suspension, per calendar year. Further suspension beyond this 30 day period will be charged at a rate of \$10 per month. Minimum suspension period is 14 days. Memberships will restart at the conclusion of the suspension period without notification to the member. It is the sole responsibility of the member to apply to extend the suspension period prior to time required. Membership suspensions are available for serious medical conditions at no extra charge. Each application must be submitted in writing and must be verified by a medical practitioner. A doctor's certificate must be provided before the suspension period begins or the membership will not be suspended. The application for suspension form is available online at www.onesportandfitness.com.au or at reception. Staff fixed term memberships and staff fortnightly deductions will have time suspended added on to the end of the current membership. Fortnightly deductions will continue for the 26 consecutive fortnights with the requested suspended time added to the end of the membership term. ALL annual memberships will require a new agreement upon expiring.

6. ADDITIONAL FEES

Lost Cards may be replaced for a fee of \$5. Direct debit memberships cannot be transferred. Up-front membership can be transferred for a \$25 fee.

DEBIT SUCCESS DIRECT DEBIT REQUEST SERVICE AGREEMENT – TERMS AND CONDITIONS

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 membership agreement.

1. INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 496485 to make periodic debits on behalf of Flinders Uni Sport & Fitness (FUSF) as indicated on DDR Authorisation Form (herein referred to as FUSF). I/We acknowledge that if specified by the FUSF, 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 FOF.

2. RELATIONSHIP

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

3. CLEARED FUNDS

I/We acknowledge that it 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.

4. VARIATIONS TO DEBIT TERMS

I/We authorise FUSF to vary the amount of the payments from time to time as provided for within the agreement with FUSF. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from FUSF. 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 FUSF. I/We acknowledge that Debitsuccess/FUSF 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 the FUSF.

5. CANCELLING THESE DEBIT TERMS

I/We understand that this membership is a no contract Direct Debit membership. I must provide 14 days notice to cancel. Termination of a direct debit membership must be made in writing and emailed to sport.fitness@flinders.edu.au – or via the cancellation form found online at www.onesportandfitness.com.au

I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with FUSF or remove my/our liability to make the payments I/we have agreed to.

6. 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 FUSF and/or add such unsuccessful payment to any future payments. Unsuccessful payment fee is \$10 per occurrence.

7. 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 Membership Agreement, 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 FUSF.

8. DISPUTES

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

9. 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.

10. 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 required 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, 3149 Phone: 1800 148 848
E-mail: customerservice@debitsuccess.com.

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