



# Terms and Conditions

18/1/2019

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# *Welcome to Unigym*

Thank you for choosing Unigym as your designated fitness centre! We wish you all the best in your fitness goals this year.

The Terms and Conditions contained in this booklet outline your rights and responsibilities as a Unigym member. Please carefully read the General Terms and Conditions, and Special Terms and Conditions applicable to your chosen membership type.

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## **GENERAL TERMS AND CONDITIONS**

These terms and conditions (General Conditions) and any additional special terms and conditions applicable to your membership category or selected payment methods (Special Conditions) contain important information about Unigym membership, including your rights and responsibilities.

Please read these General Conditions and any applicable Special Conditions carefully as you will be bound by them if you sign and submit the application form and your membership is subsequently activated by Unigym on that basis. Expressions which are capitalised have the same meaning wherever they appear in the General Conditions or Special Conditions.

These General Conditions and the applicable Special Conditions will govern your membership, including in relation to the following matters:

- a. your access to and use of Unigym's centres and equipment at University of Tasmania's Hobart, Launceston and Burnie campuses (the Facilities);
- b. your involvement or participation in any of the fitness or related services or activities offered directly by Unigym (Unigym Activities); and
- c. your access to and use of the Facilities for the purposes of involvement or participation in fitness or related services or activities (Independent Activities) offered by independent contractors, tenants or franchisees (Independent Providers).

Please note that your application will only be processed once Unigym has received and processed all relevant information and membership may not be activated immediately even where all information is provided. Additionally, Unigym reserves the right to refuse your application for membership at its discretion.

### **1. Terms and Conditions**

1.1 You understand and agree that these General Conditions and the Special Conditions govern your membership and that they will override anything you may be told by Unigym staff, agents or representatives. Any variation of the General Conditions or Special Conditions may only be made in writing.

1.2 You are aware that there are additional more detailed conditions which apply to your membership which are specified in Unigym signs and handouts and in information available on Unigym's website from time to time (the Rules). You agree to also be bound by and comply with the Rules, and you will ensure that you make yourself aware of and keep yourself up to date on the Rules on a regular basis.

1.3 You agree that Unigym may vary the General or Special Conditions, the Rules and any other procedures which relate to Unigym, the Facilities or the Unigym Activities without consulting you, but where this happens:

- a. Unigym will provide you with notice of any change which has the potential to impact on your membership in a substantial and adverse way by writing to you at your current email address on file or where none is listed, your last known place of address; and
- b. where you are able to prove to Unigym's reasonable satisfaction that any change impacts substantially on your ability to enjoy the membership benefits that you have enjoyed before the change, Unigym will endeavour to accommodate your concerns provided that you advise Unigym of the impact no later than 14 days after the notice has been sent to you.

### **2. Disclosure and your health and level of fitness**

2.1 Where you are applying for membership to which concession rates apply, you must present evidence satisfactory to Unigym that you are entitled to join in the relevant category of membership (which evidence may be further detailed in the relevant Special Conditions). You must also provide such evidence whenever a Unigym staff member requests to see it.

2.2 You must advise Unigym where you are no longer eligible for concessions within 10 business days of your eligibility lapsing. Where you do so, and if applicable, Unigym will negotiate with you in relation to the arrangements that will apply to the remainder of your ongoing membership entitlements.

2.3 If Unigym becomes aware that you are not, or have ceased to be, entitled to be eligible for concession and you have misled Unigym or failed to inform Unigym of this fact, then Unigym may cancel your membership and suspend your access with immediate effect and any application for future access to or membership of Unigym may be refused as a result.

2.4 You acknowledge that provision of a safe and effective exercise program for you is dependent upon accurate health and fitness profiling. You must therefore fill out a health screen questionnaire (Health Screen) at the same time as your application form is filled out. Completing the Health Screen and submitting it to Unigym is a pre-condition to your application being processed and Unigym may refuse your membership or may refuse to allow you access to the Facilities if you refuse to do so.

2.5 You must also fill out a Health Screen at least once every 12 months where your membership or access to the Facilities is ongoing over that period or whenever Unigym requires you to do so.

2.6 Where you have a disability, illness or injury you must disclose:

- a. full details of the condition in the Health Screen;
- b. the proposed Unigym Activities or Independent Activities in which you propose to participate or the Facilities which you propose to use;
- c. whether assistance from another person will be required to enable you to participate in the relevant activity or use the relevant Facility and if so whether you will make your own arrangements for that assistance from another person (Carer).

2.7 Where you need assistance to participate in a Unigym Activity, an Independent Activity or to use a Facility and you have made arrangements for assistance to be provided by a Carer, the Carer must attend the Facility with you and assist you in that regard.

2.8 Unigym may be able to provide you with assistance to participate in Unigym Activities or to use the Facilities but whether such assistance will be available will depend on:

- a. the nature and extent of the assistance required;
- b. the staff resources and experience in the relevant Facility at the time at which the assistance is required.

2.9 Assistance that is provided by Unigym further to clause 2.8 will be charged at the standard costs applicable to the relevant staff member's time.

2.10 You understand that Unigym will rely on the information you provide in the Health Screen as to your personal health and fitness and you agree to fill it out honestly and accurately and disclose any impairment or pre-existing condition which you think might possibly impact on your ability to participate in Unigym Activities or Independent Activities. As part of this process, you agree to provide Unigym with any relevant information or recommendations you receive from your medical or allied health practitioners.

2.11 If you subsequently become aware of any impairment or condition that may impact on your ability to undertake the Unigym Activities or Independent Activities that you are or propose to participate in, you must disclose the impairment or condition to Unigym immediately and promptly confirm it in writing. Again, you agree to provide Unigym with any relevant information or recommendations you receive from your medical or allied health practitioners.

2.12 You understand and acknowledge that Unigym staff, representatives and agents are not medically trained and are not qualified to assess whether you are in a physical condition that will enable you to comfortably or safely engage in a training or fitness class or activity as part of the Unigym Activities or Independent Activities. If you have any doubt as to whether the Unigym Activities or Independent Activities in which you propose to participate pose a risk to your health or wellbeing, you agree to seek and rely on expert medical advice before commencing.

2.13 Despite clause 2.12, Unigym may form a view based on information that you provide in your Health Screen or otherwise that:

- a. you should only participate in training or fitness classes or activities subject to conditions aimed at minimising risk of injury or illness to you;
- b. you should participate in particular fitness classes or activities and not others; or
- c. your membership should not be activated or should be cancelled.

2.14 Conditions which may be imposed under clause 2.13 can include a requirement that you:

- a. attend a medical practitioner who agrees in writing to your proposed exercise program; or
- b. limit your fitness or training activities as recommended or only undertake them in a particular manner.

2.15 If you do not agree to comply, or do not comply with conditions imposed under clause 2.13, Unigym may take what action it considers necessary including refusing to activate or continue your membership.

2.16 You agree that each time you use the Facilities you will assess whether you are in a physical condition which will allow you to participate in the Unigym Activities or Independent Activities which you propose to be involved in on that particular visit. You agree to participate in the relevant activities only where you have reasonably formed the view that you are in a physical condition which will enable you to safely do so.

### **3. Membership Fees and other amounts**

3.1 You must pay the membership fees:

- a. stipulated as being applicable on the Unigym price list (Price List) for the relevant category of membership you have selected on the application form; and
- b. in the manner you select on the application form and subject to the Special Conditions which apply to that payment method.

3.2 Unigym may increase membership fees each year in its discretion and you agree to authorise Unigym to take whatever steps are necessary to implement this increase where you want your membership to remain active. Increases may be made to all membership categories except Fixed Term Memberships which have been paid for in a lump sum payment before the increase, as they will have been calculated based on the applicable annual rates at the time of joining. Periodic Memberships and Staff Fortnightly Memberships will generally be subject to the increase at the first deduction after 1 January in each year.

3.3 Unigym will provide you with approximately one month's prior notice of any impending increase by writing to your current email on file, or where none is provided, to your last known place of address.

3.4 If you do not pay the fees you owe on the due date, Unigym will suspend your access to the Facilities until your payments are up to date and may cancel your membership under clause 8 of these General Conditions. The Special Conditions may also contain information as to what will happen in such circumstances depending on your category of membership.

3.5 Unless these General Conditions or the Special Conditions say otherwise, you must continue paying all fees owing even though you cease exercising your membership rights.

### **4. Your access to the Facilities and what we offer you**

4.1 When your application for membership has been accepted, Unigym Launceston and Burnie members will receive an Access Card. Hobart Unigym members will receive one Access Band provided complimentary with any newly purchased membership.

4.2 Your Access Card/Band will entitle you to:

- a. access the Facility which you have joined at the Burnie, Hobart or Launceston campuses;
- b. for the purpose of participating in the Unigym Activities or the Independent Activities which are offered as part of your category of membership; and
- c. between the opening hours stipulated on the Unigym website, which may be varied with little or no notice given (but Unigym will endeavour to provide reasonable notice where possible);

4.3 You must scan your Access Card/Band in order to access the Facilities, and if you do not do so Unigym may refuse you entry.

4.4 Your Unigym Access Card/Band is for your personal use only. Unauthorized Access Card/Band usage is STRICTLY prohibited and encompasses the following activities;

- a. using another member's Access Card/Band to enter a Facility;
- b. permitting non-member/guest access into a Facility with your Access Card/Band or;
- c. using your Access Card/Band in a manner otherwise deemed inappropriate by Unigym.

If you are found to be using an Access Card/Band for any of the above, your membership will be cancelled without the option to refund.

4.5 Unigym may allow you to enter its Facilities on two occasions without your Access Card/Band, but beyond that or if you tell Unigym that you have lost your card you may be refused entry subject to you obtaining a replacement card/band for a nominal fee.

4.6 In signing the application form, you acknowledge that you have had the opportunity to inspect the Facilities you propose to use and have satisfied yourself that they are appropriate for your needs.

4.7 You understand that even though Independent Activities are run from the Facilities, they are provided by independent providers and Unigym may not have any control over your eligibility to participate in them, the conditions that apply to your participation in them or any dispute you have with an independent provider. Where you participate in independent activities, you agree:

- a. to ascertain from the independent provider that you are eligible to participate in the independent activity prior to becoming a Unigym member;
- b. that the provision of the services or activities which make up the independent activities and your rights and obligations in relation to the independent activities and independent providers are subject to a contract or arrangement which you have directly with the independent providers;
- c. to ensure that the terms of any contract or arrangement with an independent provider are to your satisfaction before participating in the independent activity; and
- d. to comply with all conditions imposed on you under arrangements made with an independent provider.

4.8 Independent providers are not agents or partners of the University/Unigym and nothing in these General Conditions and any Special Conditions should be interpreted as conferring that status on them.

## 5. Your use of the Facilities

5.1 You are responsible for using the Facilities in a proper manner, including in a manner which accords with your level of health and physical fitness and complying with any rules or directions given to you by Unigym staff. If you have any doubts or questions as to how particular equipment should be operated, you must ask a Unigym staff member for information or assistance prior to your operation of the equipment.

5.2 You will operate and use the Facilities with a high standard of care and you will be responsible for any damage you cause to the Facilities through your wilful, negligent or reckless act or omission.

5.3 You must wear:

- a. Appropriate clothes for the activities which you propose to engage in; and
- b. Enclosed shoes (lace up sneakers/runners) in all Unigym exercise areas.

5.4 You must use the Facilities in a manner which poses no risk to other occupants or users and which is otherwise courteous, cooperative and respectful including by:

- a. Not using offensive language and behaviour (including not wearing clothing with offensive language or slogans);
- b. Not using the Facilities where your health poses a risk, however small, to the health and wellbeing of others including when you have:
  - (i) an infection or contagious disease; or
  - (ii) an open cut or sore.
- c. Being mindful of general personal hygiene standards, including by:
  - (i) minimising body odour through the use of deodorants or other means;
  - (ii) using the supplied disinfectant after using weights, cardio or other equipment;
- d. Ensuring that weight bearing equipment is cleared of weights after your use and returning all free weights you have used to the rack;
- e. No dropping of weights
- f. Fully covering the bench/seat of weights equipment with a clean towel and removing any residual sweat from equipment;
- g. Bringing only those items into the cardio and weights room as are necessary to enable you to undertake your fitness activities or which are required by these General Conditions or the Rules (as items may pose a potential tripping hazard to other users); and
- h. Complying with all time limitations which apply to a piece of equipment.

5.5 Unigym will provide you with lockers at no additional charge and these are available once you scan your Access Card/Band to gain access to the Facility. Lockers are to be used ONLY while using Unigym facilities, not to be used as daily storage. You can not leave the centre with your belongings still in the lockers. You understand and acknowledge that these lockers are not security lockers but are provided merely for your convenience. For this reason, Unigym strongly encourages you not to place any items of value into these lockers.

5.6 Unigym also provides electronic security lockers at its Hobart and Launceston Facilities at no charge, and these may be used to store valuable items. Lockers are to be used while using Unigym facilities, not to be used as daily storage. Unigym will take all reasonable steps to ensure that no theft occurs from these lockers but is not able to guarantee that this will not occur. For this reason, you agree not to bring valuable items into the Facilities unless it is impracticable to not do so.

5.7 Unigym will empty lockers at the end of each day and any of your personal items left there will be removed and kept in lost property until such time as Unigym sees fit to dispose of them. You agree not to hold Unigym liable for the loss of your items removed and disposed of in this way.

5.8 If you lose the key to your locker, we will charge you a nominal fee for replacing the key or if Unigym thinks it appropriate, the cost of replacing the lock mechanism.

5.9 Car parking around the Facilities is provided by University of Tasmania and you must comply with the signs in the car parking areas and purchase a parking voucher where required. Fines may apply if you fail to do so and Unigym is not in a position to waive any fines incurred.

5.10 The Facilities will sometimes be filmed or photographed for security, promotional, and other business-related purposes and it is possible that you may appear in some of the footage or images captured if you are attending Unigym on that occasion. If you sign and submit the application form, you acknowledge that you are aware of this and agree to allow Unigym to use your image in any footage or images captured for those purposes.

5.11 You agree not to film or photograph the Facilities (including other users of the Facilities) without the consent of Unigym and any person you wish to film or photograph.

## **6. Risks and liability**

6.1 While in the Facilities or participating in the Unigym activities or independent activities, you may suffer injuries including broken bones, soft tissue injuries and joint injuries as a result of weights striking you, collision with equipment or other members, or as a result of you slipping on wet flooring.

6.2 Unigym is obliged to provide you with services that comply with the provisions of Australian Consumer Law, but where you access Unigym's Facilities and participate in Unigym activities or independent activities, you agree to waive your rights under the Australian Consumer Law to the fullest extent permitted by section 20 of the Civil Liability Act 2002 (Tas) (which applies where the harm you suffer is the result of the materialisation of an obvious risk).

6.3 In addition to clause 6.2, you agree that Unigym's liability for your death or personal injury will be limited to where it has been caused by Unigym's reckless disregard for your health or safety.

6.4 Without limiting clause 6.3, Unigym will rely on section 20 of the Civil Liability Act 2002 (Tas) to the extent that it applies to any harm you suffer as a result of accessing the Facilities or participating in a Unigym or Independent Activity.

6.5 You agree that Unigym will not be liable for your death or personal injury caused by non- Unigym employees, including independent providers, except to the extent that it was contributed to by Unigym's reckless disregard for your safety.

6.6 You also agree that Unigym will only be liable for loss of and damage to your personal property arising from Unigym's failure to provide services to you with due care and skill and in a manner fit for the purpose which is reasonable to expect in all the circumstances.

6.7 In consideration of the grant of membership to you, you hereby agree:

- a. to release Unigym and its employees from liability for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising from your participation in the Unigym Activities or Independent Activities and from accessing the Facilities, other than where the relevant liability is one for which Unigym has accepted responsibility in these General Conditions; and
- b. that you will indemnify and hold harmless Unigym, its employees, representatives and agents in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your acts or omissions while you are involved in Unigym Activities or Independent activities or from your use of the Facilities or services or products provided by Unigym.

## **7. Your failure to comply**

7.1 If you do not comply with these General Conditions, the Special Conditions or the Rules then, without limiting Unigym's rights to cancel your membership and depending on the seriousness of your failure to comply, Unigym may:

- a. request you leave the Facility immediately;
- b. refuse you entry to the Facilities or refuse your participation in Unigym Activities for a specified period;
- c. not admit you to membership in the future.

## **8. Cancellation and related matters**

- 8.1 Unigym may cancel your membership immediately without prior notice if you:
- a. threaten, intimidate, harass, become a significant nuisance or act in an offensive manner to others;
  - b. damage the Facilities or steal any equipment;
  - c. damage or steal the belongings of other users of the Facilities; or
  - d. use or distribute illegal or performance enhancing drugs in or from the Facilities.
- 8.2 Unigym may cancel your membership with notice where you do not comply with these General Conditions, the Special Conditions or the Rules in a manner which is material or on a repeated basis including where you do not pay your membership fees and the amount owing is outstanding for one month after it is due.
- 8.3 You may cancel your membership in accordance with the applicable Special Conditions by submitting a cancellation form to Unigym and you produce supporting documentation to Unigym's reasonable satisfaction to demonstrate that:
- a. you are suffering from a medical incapacity which prevents you from enjoying the membership benefits which you enjoyed prior to the incapacity occurring; or
  - b. you have permanently relocated to an area not near a Unigym Facility and do not work near a Unigym Facility.
- 8.4 You may also cancel your membership in accordance with the applicable Special Conditions if Unigym breaches its material obligations under the General Conditions or any applicable Special Conditions and the breach is not remedied within 20 business days after you have provided Unigym with written notice of the breach.
- 8.5 The category of membership which you select and the applicable Special Conditions will determine:
- a. other circumstances in which you are entitled to cancel your membership;
  - b. what will happen when your membership is cancelled;
  - c. your ability to transfer your membership;
  - d. your entitlement to a time stoppage.

Accordingly, please refer to the Special Conditions applicable to your membership which are additional to these General Conditions.

## **9. Reciprocal Rights**

- 9.1 You must apply for Unigym membership for the Facility that you propose to visit most regularly.
- 9.2 Unigym offers reciprocal rights between its Hobart, Launceston and Burnie Facilities. Launceston and Hobart members must purchase an Access Card during staffed hours at Unigym Burnie for a nominal fee, in order to gain access to Burnie Unigym.
- 9.3 Reciprocal rights enable you to use a Unigym Facility other than the one that you applied to join provided that your use of the alternative Facility remains, in Unigym's view, substantially less than your usage of the Facility you have joined.
- 9.4 If your circumstances change (for example you change your place of residence) and you propose to predominantly visit a Facility other than the one you have joined; you must immediately advise Unigym.
- 9.5 Should Unigym become aware that:
- a. you have purchased membership at one Facility, but you are predominantly using another Facility; and
  - b. you have not informed Unigym of this circumstance on a timely basis then Unigym may cancel your membership.

## **10. Change of details**

- 10.1 You must promptly inform Unigym of any change to your email address, home address, phone numbers, bank account details for payment and any other personal information that is relevant to your membership with Unigym.

## **11. Privacy**

- 11.1 Your personal information supplied on the application form is collected for the purpose of allowing Unigym to process, activate, update and manage your membership and for other administrative purposes of the University of Tasmania.

11.2 Generally, your personal information will only be used or disclosed for the purpose in clause 11.1, but it may also be disclosed for another purpose with your consent, or in circumstances where Unigym is permitted or required by law to make a disclosure.

11.3 Your personal information will be managed in accordance with the Personal Information Protection Act 2004, and University of Tasmania's Personal Information Privacy Policy.

11.4 For more information on how your information is being used, visit the University of Tasmania's website at: <http://www.utas.edu.au>, or contact Unigym with your questions.

## **12. Applicable law**

12.1 These General Conditions and the Special Conditions are governed by the laws applicable in Tasmania and you agree to submit to those laws.

## **13. Severance**

13.1 If any part of these General Conditions or the relevant Special Conditions is or becomes illegal, void or unenforceable, this does not invalidate the rest of the terms or conditions.

## ***FIXED TERM MEMBERSHIP SPECIAL TERMS AND CONDITIONS***

These terms and conditions (Fixed Term Membership Special Terms and Conditions) will apply where you have selected a fixed term membership on your application form. Fixed term memberships (FTMs) are available for the following periods:

- a. 1 Month FTM;
- b. 12 Month FTM.

FTMs allow you to:

- a. have access to the weights and cardio facilities at no additional cost;
- b. participate in Fitness Classes assigned to your membership category at no additional cost;
- c. have access to the sports hall, tennis courts and squash courts, at the casual hire rate;
- d. access and utilise the Facilities for the purpose of personal training, with the additional personal training fee to apply.

### **1. Cooling Off Period for 12 Month FTM**

1.1 If you apply for a 12 Month FTM, you have a seven day period (Cooling Off Period) during which you may cancel your membership.

1.2 Where you apply for a cancellation in accordance with clause 1.1, a refund equal to the amount paid to Unigym for your 12 Month FTM minus a nominal administration fee will be applicable.

### **2. Choosing the appropriate FTM**

2.1 Unigym offers a range of FTMs as stated above in order to provide you with flexibility in choosing a period which suits your level of commitment and budget. Your FTM will expire automatically at the end of the relevant period and you must apply for new membership at or before that time if you wish to continue under a new membership.

2.2 Given that cancellation and refunds are limited in accordance with these FTM Special Conditions (see below) you agree to carefully consider the FTM length of time that will suit your needs and capacity to commit before you submit your application, particularly for a longer FTM.

2.3 You understand that your FTM Membership entitles you to access the Facilities and general Fitness Classes but that personal training is not included in the FTM fees and will be covered under other Special Conditions.

### **3. Your ability to cancel your FTM before the end of the term**

3.1 You may cancel any FTM prior to the expiry of the applicable fixed term by providing Unigym with written notice but only in the following circumstances will a refund apply:

- a. if a change referred to in clause 1.3 of the General Conditions has occurred and Unigym has formed the view

(based on information provided by you) that it is not possible for you to enjoy the membership benefits that you have enjoyed before the change; or

- b. if you have a 12 Month FTM with at least 4 months to run and clause 8.3 or 8.4 of the General Conditions applies.

3.2 If you cancel your FTM in accordance with clause 3.1 then a refund will be applicable which will be equal to the FTM fees paid minus:

- a. a nominal administration fee;
- b. a pro rata amount equivalent to FTM fees for the time you have been a member; and
- c. any other outstanding amounts owing to Unigym.

#### **4. Unigym's cancellation of your FTM**

4.1 If Unigym cancels your FTM before the expiry of the relevant term pursuant to clause 8 of the General Conditions, then the refund arrangements set out in clause 3.2 above will apply except where your membership has been cancelled for:

- a. damaging the Facilities or stealing the equipment; or
- b. damaging or stealing the belongings of other users of the Facilities, in which case Unigym may in its discretion refuse to refund any of the FTM fees you have paid. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.

#### **5. Time stoppages**

5.1 Time stoppages apply to 12 Month FTM only.

5.2 If you have taken a 12 Month FTM, you will be entitled to time stoppage for an injury/illness that prevents you from using the facilities greater than 14 days during your membership term, on provision of a medical certificate which Unigym reasonably accepts as evidence that you will be unable to enjoy your membership benefits for the period for which you apply for the time stoppage.

5.3 If you have a 12 Month FTM, you will also be entitled to time stoppage up to a total of 84 days per 12 month FTM, for a nominal fee.

5.4 The time for which your membership has been stopped in accordance with clause 5.1 or 5.2 will be added on to your FTM.

#### **6. Transfer of membership**

6.1 You may only transfer your FTM to another person where:

- a. you have a 12 Month FTM of which more than 4 months remain;
- b. the other person falls within the same membership category as you and no additional Special Conditions apply; and
- c. you pay a nominal administration fee to cover administrative costs and the person to whom you propose to transfer your membership signs all necessary forms and pays all applicable charges.

#### ***PERIODIC MEMBERSHIP SPECIAL TERMS AND CONDITIONS***

These terms and conditions (Periodic Membership Special Terms and Conditions) will apply where you have selected a fortnightly membership option (Periodic Membership) on your application form.

Periodic Membership allows you to:

- a. have access to the weights and cardio facilities at no additional cost;
- b. participate in Fitness Classes assigned to your membership category at no additional cost;
- c. have access to the sports hall, tennis courts and squash courts, at the casual hire rate;
- d. access and utilise the Facilities for the purpose of personal training, with the additional personal training fee to apply.

## **1. Fees and Payment**

1.1 Fortnightly membership payments (Periodic Membership Fees) must be paid via a direct debit agreement.

## **2. Direct Debit Payment**

2.1 If you nominate for your Periodic Membership fees to be paid by direct debit on the application form, the following terms and conditions will apply.

2.2 By nominating payment of your Periodic Membership Fees by direct debit, you authorise Unigym to direct debit your nominated account to facilitate the payment for your Periodic Membership (as increased in accordance with the General Conditions).

2.3 You understand that the applicable Periodic Membership Fees will be deducted from your account on or about the Thursday of each fortnight.

2.4 On the date your application is accepted and processed, you must pay Unigym a pro rata amount of the applicable fortnightly fee from the joining date to the following fortnightly Thursday by credit card or EFTPOS.

2.5 If your Periodic Membership is cancelled for any reason and you reapply for a further Periodic Membership to be paid by direct debit, the payments listed in clause 2.4 will again need to be paid to implement a new Periodic Membership paid by direct debit.

2.6 Unigym will regularly debit your Periodic Membership Fees from your nominated account on/or about the Thursday of each fortnight. If the Thursday of planned debit is not a business day, Unigym will debit your account on the following business day.

2.7 In applying for Periodic Membership to be paid by direct debit you agree to:

- a. ensure that your nominated account can accept direct debits (your financial institution can confirm this);
- b. ensure that there is sufficient money in your nominated account to enable the applicable fee to be debited;
- c. advise Unigym before the end of Monday prior to your next payment, if you propose to transfer or close your bank account;
- d. not advise your bank to stop deducting the applicable Periodic Membership fee from your nominated bank account prior to your membership being cancelled in accordance with these Special Conditions.

2.8 If the Periodic Membership Fee cannot be debited from your nominated account (for example because your financial institution does not allow direct debit or your account is closed or has insufficient funds) then Unigym will contact you via the phone number or email address listed on file or where none is listed at your last known place of address and will require you to promptly make the following payments:

- a. payment for the Periodic Membership Fee which Unigym had attempted to direct debit from the account;
- b. payment for any default fee charged by Unigym's financial institution for unsuccessfully attempting to direct debit the Periodic Membership Fee.

2.9 Until alternative arrangements satisfactory to Unigym are made, and the amounts referred to in clause 2.8 are actually paid, Unigym will place a note on your membership file blocking your access to the Facilities.

2.10 If your payment defaults two times in a row for your fortnightly membership and you fail to make any payments or fail to contact Unigym, Unigym will cancel your membership and notify you via phone, email, or where none is listed at your last known place of address.

2.11 If the amounts referred to in clause 2.8 remain unpaid after written demand by Unigym for the same, you acknowledge that the total amount will be a debt that Unigym may recover against you, including engaging the services of a registered debt collection agency.

2.12 If over the course of your Periodic Membership a pattern of default emerges in relation to your direct debit payments then, in addition to cancelling your Periodic Membership in accordance with clause 4 below, Unigym may refuse any future applications for membership.

## **3. Your cancellation of your Period Membership**

3.1 Where you cancel your Periodic Membership, no refunds for any amounts paid by you at the time of cancellation will be payable.

3.2 In respect of direct debit payment arrangements for Periodic Membership, every effort will be made to cancel your membership promptly upon receipt of the relevant forms. The following requirements do apply:

- a. the cancellation form is given to Unigym prior to the end of Monday of your next fortnightly payment.

However, if you cancel your membership after the Monday of the same week your next payment is deducted, the Periodic Membership Fee for the following month/week will be debited and if this occurs it will not be refundable. You may however continue to enjoy your membership rights up until the date to which you have paid.

3.3 In addition to any Periodic Membership Fee payable under clause 3.2, you will also be required to pay the following amounts credit card or EFTPOS when you deliver your cancellation form to Unigym:

- a. a nominal exit fee (except where clause 3.4 applies); and
- b. any other outstanding amounts owing to Unigym.

3.4 You will not be required to pay the exit fee where:

- a. you have had a Periodic Membership for 12 successive months or longer;
- b. cancellation occurs because a change referred to in clause 1.3 of the General Conditions has taken place and Unigym has formed the view (based on information provided by you) that it is not possible for you to enjoy the membership benefits that you have enjoyed before the change; or
- c. cancellation occurs further to clause 8.3 or clause 8.4 of the General Conditions.

#### **4. Unigym's cancellation of your Periodic Membership**

4.1 Where Unigym cancels your Periodic Membership under the General Conditions, clause 3 of these Special Conditions will apply to the calculation of amounts payable by you in such circumstances except where your membership has been cancelled for:

- a. damaging the Facilities or stealing the equipment; or
- b. damaging or stealing the belongings of other users of the Facilities in which case Unigym may in its discretion refuse to waive the exit fee which would otherwise apply under clause 3.4. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.

4.2 Where Unigym cancels your membership because of you not paying outstanding amounts owing under clause 2.8, then clause 3.3 only will apply to the amounts you will be required to pay and Unigym will not waive the exit fee. Additionally, where your membership is cancelled under this clause but you subsequently pay outstanding amounts, Unigym may refuse future applications for Unigym membership by you.

#### **5. Time stoppage**

5.1 You will be entitled to time stoppage for an injury/illness that prevents you from using your Fortnightly Periodic Membership Facilities greater than 14 days, on provision of a medical certificate which Unigym reasonably accepts as evidence that you will be unable to enjoy your membership benefits for the period for which you apply for the time stoppage.

5.2 You will also be entitled to time stoppage up to a total of 84 days per 12 month FTM for any other reason for a nominal fee.

5.3 During the time for which your membership has been stopped in accordance with clause 5.1 or 5.2, your Periodic Membership payments by direct debit will be adjusted accordingly.

#### **6. Transfer of membership**

6.1 Your Periodic Membership is not transferrable.

#### **CASUAL USAGE SPECIAL TERMS AND CONDITIONS**

These terms and conditions (Casual Usage Special Terms and Conditions) apply to people who wish to access Unigym Facilities (including the Sports Hall, Squash Courts and Tennis Courts) on a casual basis.

Casual Usage allows you to:

- a. have access to the weights and cardio facilities at the casual hire out rate;
- b. participate in Fitness Classes at cost;

- c. have access to the sports hall, tennis courts and squash courts, at the casual hire out rate;
- d. access and utilise the Facilities for the purpose of personal training, with the additional personal training fee to apply.

## **1. Fees and charges**

1.1 An access fee will apply each time you access the facilities or engage in Fitness Classes or Personal Training. The price of the access fee will depend on the facility that you propose to use or the activity you engage in. Access fees are available in the Unigym Facilities Price List. Access fees must be paid prior to entering the requested facilities.

1.2 Refunds and upgrades are not available for Casual Usage.

1.3 Unigym may increase the access fee or other charges at its discretion, however Unigym will provide notice of any impending price increases in accordance with the General Conditions.

## **2. Application for Casual Usage**

2.1 An initial Casual Entry form must be completed in full and if accepted, will be valid for 12 months.

2.2 All casual entry must sign the visitor book at reception

## **3. Time stoppage**

3.1 Time stoppage is not available for Casual Usage.

## **4. Transfer of membership**

4.1 Casual Usage is not transferable.

## **COMMUNITY CONCESSION SPECIAL TERMS AND CONDITIONS**

These terms and conditions (Concession Membership Special Terms and Conditions) apply to people who are not students or staff of University of Tasmania but who are eligible for a Unigym membership at a concession rate (Concession Membership).

### **1. Eligibility for Concession Membership**

1.1 The following persons are eligible for a Concession Membership at the applicable discounted rates:

- a. persons on a disability support pension or single parent pension;
- b. senior citizens;
- c. alumni of University of Tasmania; and
- d. non-University of Tasmania students who are 18 years of age or over (External Students).

1.2 The following will suffice as evidence that you are eligible for Concession Membership:

- a. in the case of a pensioner, a pensioner concession card issued by the Australian Government;
- b. in the case of a senior citizen, a senior citizen's card issued by a State or Territory Government;
- c. in the case of an alumni, an alumni card issued to you by the University of Tasmania Student Centre or Alumni Office; or verification of the UTAS Graduation verification website,
- d. in the case of External Students, a valid student card indicating that you are an enrolled student at the time of application.

## **JUNIOR MEMBERSHIP SPECIAL TERMS AND CONDITIONS**

These terms and conditions (Junior Membership Special Terms and Conditions) apply to people who are accepted as members of Unigym under the age of 18 (Junior Members/Junior Membership).

1. Applying for Junior Membership – Unigym has two membership options for juniors. 14-15 years and 16-17years.
  - 1.1 Persons from the minimum age of 14 to the maximum age of 17 at the time of their application are eligible for Junior Membership at the rates set out on the application form and increased in accordance with the General Conditions or these conditions.
  - 1.2 Applications for Junior Membership will only be considered and accepted where the Junior Member’s parent or adult guardian:
    - a. also applies to be and is accepted as a member of Unigym; and
    - b. completes and signs a Health Screen for and on behalf of the Junior Member.
  - 1.3 Where Junior Membership is activated by Unigym, the Guardian agrees to be bound by the General Conditions, these Junior Membership Terms and Conditions and any other applicable Special Conditions:
    - a. in respect of their role as Guardian;
    - b. for and on behalf of the Junior Member in respect of the acts or omissions of the Junior Member.
  - 1.4 Junior Members are eligible to join Unigym under a FTM, Periodic Membership or a Casual Membership.
  - 1.5 At the time of application, Unigym will provide Junior Members with information, based in their age, as to:
    - a. the Unigym Activities they may participate in and any conditions applicable to their participation; and
    - b. the Unigym Facilities they may access and any conditions applicable to that access.

## **2. Payment**

- 2.1 All Junior Membership fees may be paid via direct debit or upfront by credit card or EFTPOS.
- 2.2 Membership fees have been determined based on the age of the Junior Member at the time of application, and Unigym may increase amounts payable where the Junior Member moves into a higher age group.
- 2.3 Junior membership ceases when member turns 18 years of age

## **3. Junior Members to be accompanied by a Guardian in certain circumstances**

- 3.1 Unigym staff will not be responsible for supervising Junior Members other than where they are doing so as a result of the Junior Member’s participation in a Unigym Activity in which case such supervision will be limited to guidance in relation to the particular Unigym Activity and will not extend to general supervision.
- 3.2 The information provided under clause 1.5 of these Special Conditions will stipulate when it is mandatory for a Junior Member to be accompanied by a Guardian.
- 3.3 Guardians accompanying a Junior Member will be responsible for overseeing the Junior Member’s actions and protecting the general welfare of the Junior Member whilst they are in a Facility.
- 3.4 Even where Unigym does not make it mandatory for a Junior Member to be accompanied by a Guardian, it is strongly recommended that this occurs. If Junior Members use the Facilities or participate in Unigym Activities without their Guardian in attendance and they suffer an injury or loss, it is agreed that Unigym will be released from any all and all liability in respect of any claim or demand whether in contract or tort on the basis that Unigym provided inadequate or no general supervision or oversight or related bases.

## **UNIVERSITY OF TASMANIA STUDENT MEMBERSHIP SPECIAL TERMS AND CONDITIONS**

These terms and conditions (University of Tasmania Student Membership Special Terms and Conditions) will apply where you are an enrolled student of University of Tasmania.

### **1. Eligibility for student discount rates**

- 1.1 All enrolled students of University of Tasmania are entitled to Unigym membership at the discounted rates set out on the application form and increased in accordance with the General Conditions. Student card must be sighted by Unigym staff on becoming a member

## **2. Fixed Term Membership**

2.1 Your application for a FTM at student discount rates will only be accepted where you are currently enrolled as a student of University of Tasmania.

2.2 You FTM will continue to be valid until the expiry date of your selected FTM, even if your enrolment has ceased prior to your membership expiring.

## **3. Direct Debit Membership**

3.1 Your Periodic Membership will be calculated at student rates for so long as you are an enrolled student of University of Tasmania.

3.2 If your student status changes please refer to 2.4 in general Terms and Conditions.

## **UNIVERSITY OF TASMANIA STAFF/SALARY SACRIFICE MEMBERSHIP SPECIAL TERMS AND CONDITIONS**

These terms and conditions (University of Tasmania Staff/Salary Sacrifice Membership Special Terms and Conditions) will apply where you are a University of Tasmania employee who is eligible to salary sacrifice and you have selected to salary sacrifice your Unigym membership fees.

### **1. Eligibility**

1.1 All University of Tasmania staff members (including full time, contract, part time and casual) are entitled to Unigym memberships at the discounted rates set out on the Price List and increased from time to time in accordance with the General Conditions once a current UTAS staff card has been sighted.

### **2. Payment of membership fees by Salary Sacrifice**

2.1 If you are a University of Tasmania staff member (other than a casual staff member) you may make the following arrangements for payment of your membership fees by salary sacrifice:

- a. you may arrange for any of the FTMs to be paid in one up front lump sum deduction from your salary (Staff FTM); or
- b. you may select the fortnightly salary sacrifice option in which a nominated amount will be deducted periodically from your fortnightly salary (Staff Fortnightly Membership).

2.2 You acknowledge that where you sign and submit the application form on the basis that your fees will be paid by way of salary sacrifice, the salary payable to you by University of Tasmania will be reduced by the amounts indicated on the application form. Superannuation benefits will continue to be based on your salary before the reduction.

2.3 You acknowledge and agree that these salary sacrifice arrangements:

- a. will be revoked automatically if taxation legislation removes the option to pay your membership fees by salary sacrifice; and
- b. will be revoked where your employment with University of Tasmania ceases.

### **3. Payment of Up Front Salary Sacrifice**

3.1 Where you have selected a Staff FTM, the total FTM fee for your category of membership will be deducted from your first available pay after your application is processed.

### **4. Payment of Staff Fortnightly Membership**

4.1 Where you have selected a Staff Fortnightly Membership which is accepted and processed, two fortnightly membership fees will be deducted from your first available pay. Thereafter, the applicable fortnightly membership fees will be deducted directly from your salary in advance.

### **5. Your cancellation of your Staff FTM**

5.1 You may cancel your Staff FTM prior to the expiry of the applicable fixed term by providing Unigym with a completed cancellation form, however, only in the following circumstances will a refund apply:

- a. if a change referred to in clause 1.3 of the General Conditions has occurred and Unigym has formed the view (based on information provided by you) that it is not possible for you to enjoy the membership benefits that you have enjoyed before the change; or application form and increased in accordance with the General Conditions.

- b. you 12 Month FTM with at least 4 months to run and clause 8.3 or 8.4 of the General Conditions applies.

5.2 If you cancel your Staff FTM in accordance with clause 5.1 then, a refund will be available which will be equal to the Staff FTM fees paid to Unigym via salary sacrifice minus:

- a. a nominal administration fee;
- b. a pro rata amount equivalent to Staff FTM fees for the time you have been a member; and
- c. any other outstanding amounts owing to Unigym.

## **6. Unigym's cancellation of your Staff FTM**

6.1 If Unigym cancels your Staff FTM before the expiry of the relevant term pursuant to clause 8 of the General Conditions, then the arrangements set out in clause 5.2 above will apply except where your membership has been cancelled for:

- a. damaging the Facilities or stealing the equipment; or
- b. damaging or stealing the belongings of other users of the Facilities in which case Unigym may in its discretion refuse to refund any of the Staff FTM fees you have paid. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.

## **7. Your cancellation of your Staff Fortnightly Membership**

7.1 Subject to this clause 7, you may cancel your Staff Fortnightly Membership without reason by completing a cancellation form and bringing it in to a Unigym Facility at any time.

7.2 Unigym will endeavour to give effect to the cancellation as soon as possible after it receives your cancellation form, but you acknowledge that it may take up to 30 days after receipt of the form (or up to 45 days if the notice is given less than 30 days prior to the Christmas or Easter holiday periods) to give effect to the cancellation (Cancellation Period).

7.3 During the Cancellation Period, fortnightly deductions from your salary will continue up to a maximum of 2 deductions over the normal 30 day Cancellation Period but up to a maximum of 3 over a holiday Cancellation Period. If any salary deductions are made in addition to these, they will be refunded to you.

7.4 You may enjoy your membership entitlements until such time as your membership actually expires (ie one fortnight after the last deduction from your salary is made). It is recommended that you check your pay roll details (for example on MyHR) over the Cancellation Period to ascertain whether a deduction has been made.

7.5 In addition to the fortnightly deductions payable until cancellation takes effect, you will also be required to pay the following amounts in by credit card or EFTPOS when you deliver your cancellation form to Unigym; any other outstanding amounts owing to Unigym.

## **8. Unigym's cancellation of your Staff Fortnightly Membership**

8.1 Where Unigym cancels your Staff Fortnightly Membership under the General Conditions, clause 7.5 of these Special Conditions will apply to the calculation of amounts payable by you in such circumstances except where your membership has been cancelled for:

- a. damaging the Facilities or stealing the equipment; or
- b. damaging or stealing the belongings of other users of the Facilities in which case Unigym may also seek to recover amounts from you in respect of the damage or loss you cause.

## **9. Time stoppage**

9.1 If you have taken out a 12 Month Staff FTM you will be entitled to time stoppage for an injury/illness that prevents you from using the facilities greater than 14 days during your membership term, on provision of a medical certificate which Unigym reasonably accepts as evidence that you will be unable to enjoy your membership benefits for the period for which you apply for the time stoppage.

9.2 If you have a 12 month Staff FTM, you will also be entitled to time stoppage up to a total of 84 days per 12 month FTM or any other reason for a nominal fee.

9.3 Fortnightly Salary Sacrifice are not entitled to a timestop

## **10. Inconsistency between these Special Conditions and other Special Conditions**

10.1 These University of Tasmania Staff Special Conditions assume that you will elect to pay for your membership via salary sacrifice but you may nevertheless elect to pay otherwise.

10.2 Where you elect to pay for your membership otherwise than by salary sacrifice, then the FTM Special Conditions and Periodic Membership Special Conditions will apply to your chosen method of payment and the refunds and charges on cancellation, and those conditions will override these University of Tasmania Staff Special Conditions to the extent that there is any inconsistency.

10.3 Other than as provided in clause 10.2, these University of Tasmania Staff Special Conditions will prevail over the other Special Conditions.

## **11. Transfer of membership**

11.1 Neither of your Staff FTM nor your Staff Fortnightly Membership is transferrable.

## **OVER FIFTIES MEMBERSHIP SPECIAL TERMS AND CONDITIONS**

These terms and conditions (Over Fifties Membership Special Terms and Conditions) apply to people who are 50 years and over.

### **1. Eligibility for Over Fifties Membership**

1.1 Persons 50 years or over are eligible for an Over Fifties Membership at the applicable discounted rates.

1.2 The following will suffice as evidence that you are eligible for Concession Membership:

- a. Current Drivers License;
- b. Birth Certificate;
- c. Passport; or
- d. other evidence regarded by Unigym as acceptable.

1.3 At the time of application, Unigym will provide Over Fifties Members with information as to the Unigym Activities they may participate in and any additional conditions applicable to their participation.

## **SPECIAL TERMS AND CONDITIONS APPLICABLE TO UNIGYM BURNIE**

These terms and conditions (Special Terms and Conditions Applicable to Unigym Burnie) apply to users of Unigym Burnie Facility (Unigym Burnie).

### **1. Access**

1.1 Access to Unigym Burnie will be made possible through the use of an Access Card.

1.2 Access to Unigym Burnie is available 7 days a week between the hours of 5.30am and 11pm and it is your responsibility to ensure that you have vacated the Burnie Unigym before the 11pm closing time.

1.3 Attempted access to or presence in Unigym Burnie outside these hours may result in the attendance of University Security.

1.4 Only Junior Members aged 16 and over will be entitled to access Unigym Burnie, and they may only do so in the company of their Guardian who must remain with them and supervise their activities at all times.

### **2. Staffing of the Burnie Facility**

2.1 You understand and acknowledge that:

- a. Unigym Burnie will not be permanently staffed by a Unigym staff member and that your access to and use of Unigym Burnie may occur at times where no Unigym staff member is present to supervise your activities or respond to your queries; and
- b. Certain Unigym Activities, services and equipment provided to the users of the Hobart and Launceston Unigym Facilities will not be available at Unigym Burnie;

### **3. Security and safety**

3.1 Unigym Burnie is monitored on a 24 hour basis and your access to and usage of the Facility may be captured on surveillance cameras for security purposes as well as to ensure that persons accessing the Facility are authorised users and are using the Facility appropriately.

3.2 A direct line to University Security and 000 will be made available at Unigym Burnie in the event that an emergency arises.

3.3 Unigym will provide pigeon holes for storage of some of your personal items at no additional charge and these are available for your convenience. You understand and acknowledge that these pigeon holes are not security lockers. For this reason, Unigym strongly encourages you not to place any items of value into them.

3.4 Given that your use of the Burnie Facility may occur at times where no Unigym staff member is present, Unigym requires that at all times you:

- a. utilise a personal alarm system which Unigym will make available on a lanyard at the Facility;
- b. have a mobile phone with you so that calls may be made from it in the event of an emergency;
- c. ensure that you comply with all guidelines relating to the use of the equipment, in particular the weights;
- d. familiarise yourself with all health and safety features in the Facility, including the first aid kit and other emergency equipment located in the Facility.





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