

PLEASE READ THE MEMBERSHIP TERMS & CONDITIONS:

Please take the time to read the Terms and Conditions carefully to ensure you understand all relevant details.

If there is something in the Terms and Conditions that you do not understand please feel free to discuss them with any available member of The Fitness Hub's staff or call the Gym Manager during business hours on 8313 6999 or email thefitnesshub@adelaide.edu.au.

The Terms and Conditions and the Code of Conduct of the Fitness Hub (the "Rules") are attached. Please note that they may be changed from time to time and although the Fitness Hub will make every effort to communicate changes to members within 7 days, it is assumed that the undersigned agrees to and abides by any changes.

If periodic Billing has been elected, this is considered an Ongoing Contract. The Contract will continue until either I or the Fitness Business terminate it in the way described in the Contract.

The Applicant's signature on the Membership Application indicates the acknowledgement that unless I provide written notice of termination of my membership prior to the end of the Minimum Term of my Ongoing Contract, my Membership Fees will continue to be deducted until 14 days after I provide written notice of termination to the Fitness Hub.

If pre-pay fees have been elected, this is considered a Fixed Term Contract. It will expire at the conclusion of the nominated Minimum Term specified in this Membership Application. If you require fitness services after that time, you will need to enter into a new Contract through renewal of your membership.

FEES

Membership Fees		Refer to Membership Fees table
Lost Card Replacement	\$10.00	
Membership Suspension	\$5.00	Per Month

MINIMUM TERM / SUPPLY PERIOD

If pre-pay fees have been elected, the Contract is for the fixed period as indicated by the Applicant on the Membership Application and will then terminate automatically ("Fixed Term Contract").

If periodic Billing has been elected, the Contract is for a minimum term of 3 months ("Minimum Term") and will then continue unless terminated by you or the Fitness Business in accordance with the Contract ("Ongoing Contract").

TERMS AND CONDITIONS

These are the Terms and Conditions on which The Fitness Hub ("we" or "us" or "our") is willing to provide as part of membership to you. Any variation to these Terms and Conditions must be in writing and signed by our authorised officer.

THIS IS AN IMPORTANT DOCUMENT – PLEASE ENSURE YOU READ IT CAREFULLY

1. Contract Rectification

We have seven days after the formation of the Contract to rectify any error or miscalculation provided in the Contract. You have a seven day cooling period where you can terminate the membership with full refund.

2. Termination within the Minimum Term

You may terminate the Contract without additional fees prior to the expiry of the Minimum Term with immediate effect by providing us with written notice if:

- we make changes to the Contract which adversely affect you (please refer to clause 5);

- we breach our obligations to you (please refer to clause 6);
- you become subject to medical incapacity (please refer to clause 7); or
- you otherwise become entitled to do so under consumer legislation.

3. Termination on expiry of the Minimum Term

If you have a **Fixed Term Contract**, it will terminate automatically upon expiry of the Minimum Term. If you have an **Ongoing (periodic billing) Contract** you may provide written notice of termination at any time prior to the expiry of the Minimum Term and the

Contract will then terminate on expiry of the Minimum Term.

4. Termination after the Minimum Term

If you have an **Ongoing (periodic billing) Contract** you may terminate the Contract after the Minimum Term (currently 3 months) if you provide us with fourteen days written notice. However, where either of us terminates the Contract, any unpaid fees will need to be paid by you or we may take action to recover the outstanding payments. We can refuse you entry to the Fitness Business at any time that your membership payments are not up to date.

5. Termination when Changes made to Terms and Conditions

You are entitled to terminate the Contract with immediate effect at any time by providing us with written notice if:

- we make amendments to these Terms and Conditions and you do not continue to use the Fitness Business as contemplated by clause 27; or
- higher Membership Fees applicable to your membership are introduced.

No fees will be applicable for terminating in accordance with this clause apart from the Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

6. Termination where we Breach our Obligations

If we are in breach of our obligations under the Contract and we have not remedied that breach within a reasonable time after you have notified us of our breach in writing, you are entitled to terminate the Contract with immediate effect at any time by providing us with written notice. No fees will be applicable for cancelling in accordance with this clause apart from, to the extent not impacted by our breach, the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

7. Termination for Medical Reasons

You may terminate the Contract with immediate effect at any time by providing us with written notice if you produce supporting documentation (ie doctor's certificate) to our reasonable satisfaction to demonstrate medical incapacity. In that event, you will only be charged the Administration Fee, Membership Fees for the time you have been a member and any additional fees for fitness services already supplied.

8. Termination for Relocation or Convenience

You may terminate the Contract with immediate effect at any time by providing us with written notice without cause or if you relocate to an area not proximate to the Fitness Business. However, in that event, unless we are in breach of our obligations under the Contract, you will be charged the full Membership Fees for the duration the membership was signed up for and any other fees payable for any further fitness services already supplied.

9. Fitness Business Rules

You must ensure you read, understand and abide by the Code of Conduct which is given in your membership pack upon joining, and notified to you via hand-outs or viewable our website.

10. Personal Training

Cancellation

Cancelled personal training sessions where notice of the cancellation has not been received and confirmed at least 24 hours prior to the scheduled appointment time will be forfeited. The only exception to this policy will be a medical emergency with provision of a medical certificate to be sighted by Fitness Hub Management.

Expiration of sessions

Personal training packages are valid for 12 months only. Any sessions that remain after the expiration date will be forfeited. Exceptions to this policy include, a medical condition that prohibits physical activity associated with training, a medical certificate will need to be sighted by Fitness Hub Management for a refund on remaining sessions to be provided.

Booking

Personal training sessions must be paid in full prior to scheduling your first session with the trainer.

If the client arrives more than 15 minutes late for a scheduled appointment, the trainer may leave the premise at their discretion and the appointment will be forfeited, along with payment in full.

Participants may be required to have documented medical clearance if deemed necessary by their pre-exercise questionnaire and health history information.

11. Right of Exclusion

We can refuse entry to the Fitness Business, cancel your membership and/or terminate the Contract without warning or notice for inappropriate threatening or harassing behaviour, damaging equipment or facilities or use of illegal or performance enhancing drugs in the Fitness Business.

12. Payment of Fees

Direct Debit Service Provider: You acknowledge that, if you choose the periodic billing option, payment will be made in advance via the direct debit service provided by **Debit Success Pty Ltd** (“**Direct Debit Service Provider**”). You acknowledge that you have been provided with a copy of the Direct Debit Service Provider terms and conditions. You acknowledge that the Direct Debit Service Provider may amend those terms and conditions from time to time by giving 30 days notice. You may contact the Direct Debit Service Provider on 1800 148 848

Payment: All Membership Fees may be recovered from your nominated credit/debit account (as provided from time to time). Any bank fees charged to us because of a rejection when collecting your due membership fees may be charged directly to you by us or the Direct Debit Service Provider. If a Membership Fee payment remains outstanding, you agree that, unless we are in breach of our obligations under the Contract, we or the Direct Debit Service Provider may continue to debit the nominated credit/debt account for the total amount due without notice to you.

Direct Debit Service Provider Fees: Membership Fees may include a fee payable for the service provided by the Direct Debit Service Provider.

13. Membership Fee Increase

If you have an **Ongoing Contract** then, subject to your rights in clause 7, we reserve the right at any time after the Minimum Term of the Contract, to increase the Membership Fees to be charged. If we increase Membership Fees we will provide at least two weeks prior notice of the increase by post or email to the addresses provided by you in the Membership Application. Following such notice, you authorise us to increase any direct debits to your credit card or bank account which you have authorised upon joining. We will not use this right to vary the terms on any special offer which applies to you.

14. Suspension

Membership suspension is available provided that all amounts payable for your membership are paid up to date. You can suspend your membership for travel, medical or other reasons permitted by the Rules upon provision of satisfactory supporting documentation. All suspensions must be applied for in writing to us at least twenty four hours prior to the commencement of the suspension period. Debit payments will only be suspended for the direct debits that fall within the suspension period. Please see fees schedule for charges applicable.

15. Damages/Personal Injury

Warning: Whilst in the Fitness Business you may suffer injuries including broken bones, soft tissue injuries and joint injuries. Any injuries suffered by you may occur as a result of weights striking you, collision

with equipment or other members or as a result of you slipping on wet flooring.

Under the provisions of the *Fair Trading Act 1999* several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplied to you are – rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier. Under section 32N of the *Fair Trading Act 1999*, the supplier is entitled to ask you to agree that these conditions do not or injury is due to gross negligence on the supplier’s part. “**Gross negligence**” is defined in the *Fair Trading (Recreational Services) Regulations 2004*.

You acknowledge that you will use your best endeavours to exercise safely and that you will not take valuables into the Fitness Business. We will comply with the statutory conditions set out above by ensuring that the services supplied to you are rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to us. The exclusion of liability below applies to death and personal injury but does not operate to excuse any breach by us of the statutory conditions referred to above that result in loss or damage to your personal property.

We will, unless excused from liability by operation of statute, compensate you for death, personal injury, illness or property damage caused by gross negligence on our part and for loss and damage to your personal property arising from our failure to supply 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. In consideration of the grant of membership to you, entitling you to engage in fitness activities, you hereby otherwise:

- agree, to the extent permitted by law, to not hold us liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your involvement in fitness activities in the Fitness Business or using our facilities, services or products;
- agree that you will indemnify us to the extent permitted by law 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 involvement in fitness activities in the Fitness Business or from using our facilities, services or products.

16. Direct Debit Service Provider

You acknowledge that the Direct Debit Service Provider is not a party to the Contract and its only role is to provide direct debit services to us. You may have separate rights against the Direct Debit Service Provider pursuant to the Direct Debt Service Provider terms and conditions. You otherwise agree not to hold the Direct Debit Service Provider liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses arising from or in connection with your involvement in fitness activities in the Fitness Business or otherwise in connection with the Contract.

17. Risk Management

To mitigate risk and ensure that you correctly operate or use any of our facilities, services, products or equipment, including the adjustments of levels or settings on any equipment, you are required to undertake an instructional consultation with a member of our staff before use. Should you decline this induction, it is assumed that you have a full understanding of the proper use of all equipment and facilities.

18. Responsibility for Damage

You are solely responsible for any damage which you may cause to the Fitness Business, its facilities, services, products or equipment, if such damage is caused by your wilful act and/or negligence.

19. Disclosure of your Physical Condition

Provision of a safe and effective exercise program is dependent upon accurate health and fitness profiling. You agree to disclose to us all relevant personal health and fitness information both prior to and during engagement in any exercise program, service or facility we provide to you, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s. You further warrant and represent that you will not use the Fitness Business or any of our facilities, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

20. Change of Details

You must keep us promptly informed of any change of address, phone contact numbers, email address, bank account and credit card details for payment and any other personal information that is relevant to your membership with us.

21. Contractors

Contractors may provide services at the Fitness Business. Fees for such services are paid directly to the contractors. We take no responsibility for the fees paid to these contractors. You hereby agree not to hold us liable and you agree to indemnify us and keep us indemnified for any claims suffered by you as a result of an act or omission by a contractor in the Fitness Business.

22. Assignment

You must not assign any rights or benefits under these Terms and Conditions unless you have obtained our prior written consent. We may assign or transfer any rights or benefits under these Terms and Conditions at any time without notice to you. However, we will remain liable to meet our obligations to you under these Terms and Conditions and the Contract.

23. Intellectual Property

These Terms and Conditions do not give you any intellectual property rights in the Fitness Business, or in our facilities, services or products.

24. Privacy Statement and Acknowledgement

During the process of entering into the Contract with you and during the term of the Contract we will obtain access to certain types of your personal information, such as information relating to your health and financial position. We will only use and the Direct Debit Service Provider will only use, disclose or deal with such information in accordance with our Privacy Statement. A full copy of our Privacy Statement is shown on our website.

25. Governing Law

These Terms and Conditions are governed by, and you agree to submit to, the laws applicable in the state or territory of Australia in which the Contract was formed.

26. Variation

We may, subject to your rights in clause 5, alter these Terms and Conditions or the Rules at any time upon thirty days written notice. All use of our Fitness Business and its facilities, services and products after the date specified in such notice will be subject to such altered Terms and Conditions or Rules. If you continue to use our Fitness Business and its facilities, services and products after the date such alterations become effective or otherwise demonstrate by your conduct that you agree to the altered Terms and Conditions or Rules, you will be deemed to have agreed to the altered Terms and Conditions or Rules.

27. Your Obligations

You acknowledge that the Consumer Credit Code does not apply to these Terms and Conditions.

If, at any time:

- you believe that you may not or may be unable to perform or comply with your obligations under these Terms and Conditions;
- you are unable to pay your Membership Fees, including any instalment of Membership Fees, as they fall due for payment;
- a cheque received from you is dishonoured;
- you are or become bankrupt; or
- your Membership Fees are overdue and are not paid in accordance with these Terms and Conditions in circumstances where we have not breached our obligations under the Contract, you agree that:
 - you will immediately notify us that one or more of the above notifiable events has occurred and you will keep us notified on a monthly basis until such notifiable event no longer exists;
 - we have no obligation and will cease to allow you to use any of our services or products available to you under your membership while a notifiable event exists;
 - we may terminate the Contract with immediate effect by providing you with written notice;
 - we may request payment in advance for the remainder of the term of your membership; and
 - we have no obligation to respond to any offer you make to extend or renew your membership while a notifiable event exists.

28. Severability

If any part of this Contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Contract.



CODE OF CONDUCT

RULES OF THE FITNESS HUB

By entering the premises of the Fitness Hub, Members (including Casual visitors) agree to abide by the following *Code of Conduct*. Members will agree to the consequences of any breach of the code of conduct. These may include, depending on the nature and severity of the breach; Ejection from the Fitness Hub, suspension or legal proceedings. We appreciate your cooperation.

1. The Fitness Hub does not accept liability for any personal injury or loss of personal property for anyone using facilities provided by The Fitness Hub.
2. Users must abide by all general rules of The Fitness Hub at all times.
3. If you are not an experienced weights user then you should make an appointment for a complimentary introductory program. Ensure that spotters are used where appropriate. Staff are available to help.
4. Minimum of singlet, shorts and enclosed sports shoes must be worn at all times. Denim and materials that may cause one to sweat profusely is not appropriate workout wear.
5. It is a condition of entry that that you have a towel for each workout session. Alcohol based wipes are available to be used to wipe down equipment after use.
6. Treat all equipment with care. Be mindful of the offices on lower levels and do not drop weights on the floor as it can be damaging to the weights and flooring.
7. Return all plates, barbells, dumbbells, medicine balls, floor mats, skipping ropes and any other equipment owned by The Fitness Hub to their correct storage areas immediately after use.
8. Bags are not permitted in the weights room.
9. Respect the rights of other people to use this facility and share the use of the equipment where possible. Users must stick to a 30 minute time limit on cardio machines during peak times.
10. Photography and filming within the Fitness Hub on phones, cameras or any other devices is strictly prohibited without express prior permission from management.
11. In the event of a dispute The Fitness Hub reserves the right to suspend membership until the dispute has been resolved or disciplinary action has been taken.
12. Respect and follow the directions of the staff at all times, especially in emergency situations.
13. Theft of any form is deemed unacceptable and will lead to instant cancellation of membership.
14. The use, possession or concealment of any drugs, tobacco products, alcoholic beverages and weapons is forbidden.
15. Respect the facilities and equipment of the Fitness Hub and report any problems with equipment to the Fitness Hub staff immediately.
16. Valuables are left unattended at the Member's own risk. The Fitness Hub take no responsibility for lost/stolen items. Please be cautious when leaving bags in the bathrooms as they are not securely monitored.
17. Any feedback/complaints should be submitted in writing addressed to the Operations Manager in person or via email at thefitnesshub@adelaide.edu.au.
18. Classes are subject to cancellation or change at short notice. It is the responsibility of members to confirm class times by checking our Facebook page or calling the Fitness Hub on 8313 6999.

PRIVACY STATEMENT

The Fitness Hub (“we” or “us” or “our”) respects your privacy and we are committed to the protection of personal information. We follow the National Privacy Principles in the *Privacy Act 1988 (Cth)*.

The purpose of this Privacy Statement is to let you know how we collect, use and disclose personal information.

Collection

We collect personal information so that we can provide you with our services and products and to manage our activities. We only collect personal information that is relevant and where necessary.

The type of personal information we collect will depend upon the reason for its collection. Generally, for the provision of health and fitness services this may include address and contact details, date of birth, next of kin, health service provider details and medical record details. If you are interested in our services and products, the type of information we collect will include financial details.

We collect personal information about you in a number of ways including:

- directly from you, such as when you:
 - contact us about our services or products;
 - fill in an membership application form;
 - subscribe to our newsletters or mailing lists;
 - enter your personal details on our website (for example during registration or application for membership);
 - provide information by phone or in documents sent by fax or email;
 - enter promotions, competitions or giveaways; or
 - make a payment or donation to us;
- from other health professionals;
- from organisations which we might be working together with when providing you with services or products;
- from your representatives including guardians, trustees, executors and attorneys;
- from publicly available sources of information;
- from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- from our own records of your dealings with us; or
- when legally required to do so.

Where reasonable and practicable, we collect personal information directly from you rather than a third party. In an emergency, we may need to collect information from a family member, friend, carer or other person.

When we collect personal information, we collect it in a way that is lawful, fair and not intrusive.

We do not collect sensitive information about you without your consent.

Use & Disclosure

Except as provided for in the case of our Direct Debit Service Provider below, personal information which we have collected for a particular purpose will not be used for any other purpose, unless the purpose is related to the main purpose for which we collected the information and you would reasonably expect us to use or disclose the information for that other purpose.

Personal information which we collect may be used by us:

- to identify you;
- in providing services or products to you and the administration and management of those services and products;
- to provide you with information about our services and products;
- to develop and improve our services to you;
- for fundraising purposes;
- in undertaking risk assessment and management; or
- in gathering data and disclosing data to third parties such as:
 - insurance brokers and insurers;
 - credit reporting agencies;
 - financial institutions including our own bankers;
 - our professional advisors, including our accountants, auditors and lawyers;
 - service providers; and
 - industry groups having a legitimate reason to receive such information,

as necessary from time to time for our organisation’s functions.

Personal information which we collect may be provided to the Direct Debit Service Provider and used by the Direct Debit Service Provider for the purpose of assisting to service its products and for promoting its other products and services.

If you provide us with personally identifiable information, you may receive from time to time, telephone calls, emails or letters containing information about us. You agree to receiving emails and letters from us including information not only on the areas of interest you have indicated but all types of news and information on our services and products. If you do not want to receive them, please contact us. You may be asked to indicate your preference to receiving promotional material, when

submitting information to us.

We may employ other companies or individuals to assist us in providing our services, or to provide certain services such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function but, except in the case of the Direct Debit Service Provider as referred to above, cannot use that information for other purposes.

We do not provide any personal information to any third parties other than where required by law or as set out in this Privacy Statement.

We will not sell, trade or rent your personal information to others. We may provide aggregate statistics on our customers and users of our website to third parties such as advertisers, but these statistics will include no personally identifying information.

We co-operate with law enforcement agencies as required by law. We will also use or disclose personal information if we reasonably believe that it is necessary to lessen or prevent a serious or imminent threat to the life or health of a person.

Security

All reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use, modification or disclosure and is maintained only for the purpose for which it is intended. Your email address will not be distributed to any third party apart from the Direct Debit Service Provider.

We use secure data communications technology.

You have the rights given by the *Privacy Act 1988 (Cth)* as amended.

Anonymity

Where possible, we give you the opportunity to deal with us anonymously. We may not however be able to provide you with our full range of services and products if you do not provide us with personal information.

Access

All reasonable steps are taken to correct the information we hold where that information is not accurate, up-to-date and complete.

You have the right to access your personal information to ensure that it is accurate, relevant, up to date and complete. If you believe that any of your personal information is incorrect, please let us know. There is no fee for requesting access to your information, however, we may charge you the reasonable cost of processing your request.

We may decline access to your personal information in special circumstances, such as where allowing you access could put you or another person at risk of harm, infringes on the privacy of another person or if we believe that your request for access is unlawful, frivolous or vexatious.

Intellectual Property

Intellectual property in all material sent to you belongs to, is licensed to or is authorised for use by us. We permit you to print or download extracts from this material for your personal use only. None of this material may be used for any commercial or public use, stored in or transmitted to any other website or distributed in any other form without our prior permission.

Cookies

Cookies that are used in any part of our website will not be utilised for collecting personally identifiable information and will only be used for internal management purposes.

Links

Our website may from time to time contain links to the websites of other organisations which may be of interest to you. If you access linked sites, you do so at your own risk. We do not operate or control these third party sites and we are not responsible for their contents, operation, privacy, accuracy or security policies. This Privacy Statement does not cover any linked sites.

Contact Us

If any personal information you submit changes, please update that information by contacting us.

We may from time to time make changes to this Privacy Statement. The latest version of our Privacy Statement is available on our website. You can also contact us to obtain a copy our Privacy Statement.

Requests for information about our Privacy Statement are welcomed. For further information on our Privacy Statement please contact: Amanda Lee, Operations Manager, The Fitness Hub, L5, Union House, The University of Adelaide, SA, 5005.