

SYDNEY UNI SPORT & FITNESS (SUSF) TERMS & CONDITIONS

MEMBER FACILITY CODE

The Member Facility Code (the Code) forms part of your membership of SUSF and governs member use of SUSF facilities. It is an addition to any applicable SUSF Club or Athlete Code of Conduct that may apply. In becoming a member you agree to comply with the Code which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your guests while they are using SUSF facilities.

SUSF reserves the right to make amendments or additions to the Code at any time. Notice will be provided via the SUSF website www.susf.com.au

You acknowledge that if you fail to comply with this Code you may be asked to leave the premises and/or have your membership terminated. You are aware that in such case, no refund of membership will be paid.

1. Membership cards must be produced when requested by an SUSF staff member. Failing to present your card when requested may result in you being denied entry to our facilities.
2. Unauthorised entry is not permitted. Unauthorised entry includes but is not limited to: sharing passes, allowing a non-member unpaid entry, entry by emergency exits, use of invalid or expired membership cards or not wearing a valid wrist band. Unauthorised entry represents theft, trespass and breach of WH&S regulations.
3. Members must abide by SUSF Lap Lane Etiquette rules.
4. Full length towels must be used by members on all gym equipment at all times. Members without towels will be asked to hire one from reception. A Gold membership pass includes one complimentary towel per visit.
5. Lockers are only available for use by members whilst in the facility. Penalties may apply. SUSF accepts no responsibility for lost or stolen belongings including from lockers.
6. Appropriate attire to be worn at all times – shirts must stay on (except when swimming).
7. Closed-in sports shoes must be worn at all times for all activities in all SUSF facilities (except swimming). Boots or black-soled shoes are not permitted in the sports halls or squash courts.
8. Members are entitled to bring a maximum of three guests for tennis or squash court bookings included in the court cost.
9. To be eligible for credit, patrons must give twenty-four (24) hours notification of transfer of court bookings.
10. All weight plates and equipment must be replaced to storage racks/areas upon completion of use.
11. No food is to be eaten in any of the SUSF facilities except in the designated eating areas.
12. No alcohol is permitted unless special permission has been granted by the SUSF Executive Director. Any persons found to be under the influence of alcohol or drugs will be asked to leave the premises.
13. The use, possession, supply or trade of illegal or performance enhancing drugs or ASADA banned substances at SUSF facilities is prohibited.
14. Members are forbidden to use SUSF equipment including but not limited to, cardio equipment to access, store or transmit pornographic material of any kind or engage in any illegal or offensive activity.
15. The use of cameras and/or any recording device including mobile telephones with cameras is not permitted in any SUSF facility without management consent, and must not be used in the following areas: change rooms; toilets; gymnasiums; aquatic facilities. SUSF staff may from time to time use recording devices in gymnasiums and aquatic facilities. SUSF reserves the right to use these photographs/images/recordings for commercial purposes without payment.
16. Any member caught stealing will have their membership terminated without refund, will not be allowed back on the premises, and will be referred to the appropriate authorities.
17. Abuse of, or damage to any property or equipment will not be tolerated and offenders may be asked to leave the premises and membership terminated. Members must pay for any loss or damage caused by them or their guests.
18. Members must at all times respect other SUSF facility members, guests and staff and must not engage in conduct that disturbs, detracts or impairs any other person's experience. Offensive language, threatening, intimidating or violent behaviour or harassment of any form is prohibited. Offenders will be asked to leave the premises.
19. Facility members and their guests are to follow the reasonable directions of SUSF staff at all times.
20. SUSF's gym and group fitness members and their guests must be over the age of 17 years (with the exception of Sydney University undergraduates and school groups) unless special permission has been granted.
21. Children may swim, play tennis, squash and casual basketball but must be supervised by a responsible adult of 18 years or over. Guest fees apply.
22. Only SUSF staff are permitted to provide personal training, private swimming lessons and squad coaching sessions at SUSF facilities.
23. Members must adhere to any additional policies or procedures as determined by SUSF from time to time in relation to the use of SUSF facilities.
24. Our price list, which is available at reception and on our website, forms part of these Terms & Conditions. Prices are subject to change without notice.
25. Members must complete at any time as required by SUSF a medical questionnaire.
26. Members must monitor their own physical condition at all times and exercise to a level that is appropriate given member knowledge of their health and any medical advice obtained.

SPORT FACILITIES USAGE & PASS PURCHASE

All SUSF facility customers must complete a registration form or they will not be permitted to use the facility.

A variety of pass purchase options are available to all members and guests of members, including a fortnightly billing option. Please see the special terms and conditions for the fortnightly billing option as conditions do apply.

When a membership expires, so do the services originally included. Please choose carefully, as there are no refunds except in special circumstances (see below). 10-visit passes expire one year from the date of purchase.

FITNESS INDUSTRY CODE OF PRACTICE

All SUSF facilities meet the Fitness Industry Code of Practice in all matters, including its Terms & Conditions. A copy of the Code is available at reception. Alternatively, you can contact Fitness NSW on (02) 9460 6200 or www.fitness.org.au

MEMBERSHIP CARD

Membership cards must be shown on every visit. Lost cards must be replaced. A replacement card fee applies. Memberships are not transferable i.e. they cannot be used by anyone other than the member assigned to the card. Abuse of membership privileges will result in immediate termination of membership, without refund.

COOLING OFF PERIOD AND TERMINATION PRIOR TO THE END OF TERM

There is a seven (7) day cooling off period for all prepaid term memberships of three months or longer. Any refund request must be made in writing to the Centre Manager, during the cooling off period, and will be subject to a deduction of an administration fee (see below) and fees for the services already received. Except for permanent physical incapacity, which must be validated by a certificate from a registered medical practitioner, membership is not refundable for any other reason or circumstances beyond SUSF's control.

A decision to offer a refund will be at the sole discretion of SUSF management. Where a refund is offered, we agree that it will be paid by bank transfer within seven (7) days of the claim being received. A \$35 administration fee will be charged, along with a deduction for the value of any services received (including visits, fitness assessments and/or personal programs).

The seven (7) day cooling off period does NOT apply to: 10-visit passes or any subsequent purchase of any prepaid term memberships including renewals.

SUSF will terminate your membership if any part of your membership fees remains unpaid 28 days after falling due. If your membership is terminated for this reason SUSF will collect the full amount of membership fees for the remainder of the then current billing period and any arrears.

LIABILITY

In the course of exercising or engaging in any recreational activities while using any SUSF facilities, if you are killed or injured, SUSF will not be liable except to the extent caused by our gross negligence. In this section:

- gross negligence, means as defined below; and
- recreational activities, means your participation in a sporting activity or a similar leisure time pursuit or your participation in any other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of or incidental to recreation, enjoyment or leisure.

In this warning, references to "the supplier" mean us, and references to "you" mean you and your child (if you have agreed to these Terms & Conditions on behalf of a child).

Under the Australian Consumer Law several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 139A of the Australian Consumer Law the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

The change to your rights, as set out in this Agreement, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

TIME STOPS

Time stop must be requested by a member prior to the period of absence otherwise the time stop will not be valid. Gold pass holders receive free time stops. For other pass holders a time stop fee of \$15 is due at time of each request. Time stop privileges are available for a minimum of ten (10) days and a maximum of forty-two (42) days only for a 12 month pass, twenty-one (21) days only for a 6 month pass and ten (10) days only for a 3 month pass.

A time stop may be considered on other term memberships of three (3) months or longer for reasons of temporary physical incapacity. In the case of temporary physical incapacity, the member must request a Time Stop within eight (8) weeks of its occurrence with a certificate validated by a registered medical practitioner. Time stops will only be granted for the time specified in the certificate. A temporary physical incapacity can be defined as "an injury or ailment which prohibits the individual from participating in any kind of physical activity offered by the facility, for a period of up to twelve (12) months".

A decision to offer a time stop will be at the sole discretion of SUSF management. SUSF annual memberships cannot be put on hold.

PRIVACY STATEMENT

SUSF (ABN 96 121 520 371) and its related or affiliated entities (including all affiliated clubs and programs) may collect personal information and health information from you in accordance with the Privacy Act 1988 (Cth) and other applicable privacy laws. For more information please refer to the Privacy Statement and Privacy Policy found at www.susf.com.au under 'Join Us'. If you would like a hard copy of the Privacy Statement or Policy please ask SUSF reception.