



## **SYDNEY UNI SPORT & FITNESS (SUSF) TERMS & CONDITIONS**

### **Member Facility Code**

Welcome to SUSF. SUSF Annual Membership is a privilege and we welcome you to join us. In order to ensure an enjoyable time for all Members at SUSF, this Member Facility Code (the Code) forms part of your membership of SUSF and governs SUSF Annual Member's (and their Guest's) use of SUSF facilities. It is in addition to any applicable SUSF Club or Athlete Code of Conduct that may apply. In successfully becoming an SUSF Annual 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, and agree to this Code on behalf of any child you are signing for.

SUSF reserves the right to make amendments or additions to the Member Facility Code at any time. Amendments will be provided via the SUSF website <https://susf.com.au>

Please do not apply for SUSF Annual Membership if you are not willing to adhere to this Code. 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. On a case by case basis, in such circumstances, you may not be entitled to a refund of your membership.

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, entry under false pretences, use of invalid or expired membership cards, and/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, SUSF Gym Etiquette, and SUSF Group Fitness Etiquette.
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 Premium 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. Once court hire is paid for, monetary refunds are not available. A member credit facility is available for use instead. To be eligible for member credit, patrons must give twenty-four (24) hours notification of transfer of casual court bookings.
10. All weight plates and equipment must be returned 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 CEO. Any persons found to be under the influence of alcohol or drugs will be asked to leave the premises.
13. At the absolute discretion of SUSF, the use, possession, supply or trade of illegal or performance enhancing drugs or certain Sport Integrity Australia 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 prior written approval from an SUSF Staff Member, 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. CCTV may also be in use within the SUSF facility and you consent to your image on CCTV.
16. Any member caught stealing will have their membership terminated without refund, will not be allowed back on the premises, and may 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. All SUSF facility users are required to remove any rubbish from the facility or place the rubbish in the bins provided. This includes empty drink water bottles.
19. 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.
20. Members and their guests are to follow the reasonable directions of SUSF staff at all times.
21. 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.
22. 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.
23. Only SUSF staff are permitted to provide personal training, exercise physiology, tennis coaching, private swimming lessons and squad swimming coaching sessions at SUSF facilities.
24. 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.
25. Our price list, which is available at reception and on our website, forms part of these Terms & Conditions. Prices and membership options/passes are subject to change.
26. Fortnightly direct debit option is only available as a 12-month minimum term pass option, and will continue in accordance with the terms and conditions you signed up to. Time stops are not available for fortnightly debit options.
27. Members must complete at any time, as required by SUSF, a medical questionnaire.
28. 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**

Despite any publication, announcement or advice, SUSF is not obliged to grant Annual Membership to any individual at any time. We may accept or reject an application for Annual Membership at any time within the thirty (30) days following your application ('the Probation Period') without having to give reasons.

Any acceptance by us during this Probation Period is conditional and we reserve the right to reject your application for any reason. If we reject an application, we will endeavour to notify you of that rejection within a reasonable time after you submit your application. If we have already received your payment for the Annual Membership, we will refund in full the Annual Membership fee you paid, in a reasonable time after our rejection.

All SUSF facility customers must complete any forms as reasonably requested by SUSF staff, 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. SUSF reserves the right to make changes to the pass purchase options from time to time. 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.

All new and renewing 12-month Premium pass holders receive a free SUSF gift pack. Contents of the gift pack may vary depending on stock.

Casual usage of the sports hall and boxing gym are available only during times outside commercial or club bookings.

### **Fitness Industry Code of Practice**

All SUSF facilities meet the Fitness Industry Code of Practice in all matters. A copy of the Code is available at reception.

Alternatively, you can contact Fitness NSW on (02) 9460 6200 or [www.fitness.org.au](http://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, potentially without refund.

### **Cooling Off Period and Termination Prior to the End of Term**



There is a fourteen (14) 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.

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 within a reasonable time of the claim being received. An administration fee will be charged, along with a deduction for the value of any services received up until date of the refund (including visits, fitness assessments and/or personal programs).

The fourteen (14) 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.

Under the Australian Consumer Law several statutory guarantees apply to the supply of certain goods and services. These Consumer Guarantees mean that SUSF 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 make known to SUSF.

Under section 139A of the Australian Consumer Law, SUSF 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 is available on prepaid term memberships of three months or longer unless otherwise stated. Time stop must be requested by a member prior to the period of absence otherwise the time stop will not be valid. Premium pass holders receive free time stops. For other pass holders a time stop fee 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. Time stops are not available for members on a fortnightly direct debit arrangement.



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 45 634 542 644) 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.

SUSF may collect personal information from you including CCTV footage and your usage of SUSF facilities. By signing up for SUSF Annual membership form, you consent to SUSF:

- a) collecting your health information, including the details set out in the Adult Pre-Exercise Screening Tool and details of any allergies, illnesses, injuries or disabilities that you suffer or have suffered in the past;
- b) using your personal information in order to contact you about our brands, products, services, special offers, promotions, newsletters, online surveys, fundraising campaigns, alumni events, news and competitions; and
- c) using your banking and credit card details in order to process membership fees and SUSF usage payments.

SUSF collects and uses your personal and health information in order to: provide you with services; operate our facilities and clubs, run our business and operations and fulfil our obligations; communicate and manage our relationship with you; conduct marketing activities; maintain and update our records; carry out market data analysis, prevent or detect fraud or abuses, enable third parties to carry out functions on our behalf; maintain and develop our business systems; to assess your readiness for physical activity/exercise, ability to participate in programs, athletic performance or general welfare and to provide you with medical treatments as required.

SUSF may disclose your personal information to: related entities and affiliates of SUSF (including clubs); the University of Sydney and its affiliates and related entities; IT system administrators; medical and health providers; third party service providers and credit reference agencies or debt collection agencies if you default on payments due or to obtain payment from you.

SUSF is not likely to disclose any of your personal or health information to overseas recipients.

You are able to request access to personal and health information held by SUSF about you and seek correction of such information. Please refer to the SUSF Privacy Policy located on the SUSF website for information on how to do this. You can also refer to the Privacy Policy for information on how to complain about a breach of the Australian Privacy Principles by SUSF and how SUSF will deal with such a complaint.



If SUSF is not able to collect the personal and health information set out above, we may not be able to process your membership, provide you with services and products, deal with your enquiries or engage in the activities listed above.

Please feel free to contact SUSF on 9351 4960 or at [admin@sport.usyd.edu.au](mailto:admin@sport.usyd.edu.au) if you have any questions about privacy. Also refer to our Privacy Policy for more information.