

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

### **1. Introduction**

Welcome to SUSF. SUSF Annual Membership is a privilege, and we welcome you to join us. To ensure that SUSF is able to provide a safe and comfortable environment for all Members and Staff at SUSF, these Member Terms & Conditions form part of your membership of SUSF and govern SUSF Annual Member's (and their Guest's) use of SUSF Facilities and engagement with other Annual Members and their Guests.

These are in addition to any applicable SUSF Club or Athlete Codes of Conduct that may apply. In successfully becoming an SUSF Annual Member you agree to comply with these Terms & Conditions. You are also responsible for the conduct of your Guests while they are using SUSF Facilities, and agree to these Terms & Conditions on behalf of any Child you are signing for. If you are accompanying a Child who is using our Facilities, you are also agreeing to abide by these Terms & Conditions.

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

Please do not apply for SUSF Annual Membership for yourself or your Child, if you are not willing to adhere to these Terms & Conditions. You acknowledge that if you fail to comply with these Terms & Conditions, 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.

### **2. Membership & Pass Purchase**

Despite any other 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.

A variety of pass purchase options are available to all Annual Members and their Guests. 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 an Annual Membership expires, so do the services originally included. Please choose carefully, as there are no refunds except in special circumstances. 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 SUSF Affiliated Club bookings.

All SUSF Annual Members must complete any forms as reasonably requested by SUSF Staff, or they may not be permitted to use the Facilities. 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.

There is a seven (7) cooling off period for all memberships excluding 10-visit passes or any subsequent purchase of any prepaid term memberships including renewals. Any refund request must be made in writing to the Centre Manager, during the cooling off period. A decision to offer a refund will be at the sole discretion of SUSF management. Where a refund is offered, it will be paid within a reasonable time of the claim being received. An administration fee may 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).

Once court hire is paid for, monetary refunds are not available. A credit is available for use instead. To be eligible for credit, SUSF Annual Members must give twenty-four (24) hours notification of transfer of casual court bookings.

SUSF will terminate your membership if any part of your membership fees remain 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.

You must complete the Adult Pre-Exercise Screening Tool and be medically sound to undertake a normal course of exercise, and you use SUSF Facilities at your sole risk and responsibility and you are aware that exercise is physically demanding and participation in some activities offered by SUSF may pose a risk to your health. You must inform us in advance and in writing if there are any risks to your health if you participate in fitness services and if required seek approval from your Doctor or General Practitioner.

Your responsibilities, including payment of membership fees, do not depend on how often you use SUSF's Facilities.

You must tell us about anything that affects your membership, and any changes to your contact information and bank details.

### **3. Time Stops (Freeze Pass)**

Time stop is available on prepaid term memberships 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 maximum of forty-two (42) days only for a 12-month pass, twenty-one (21) days only for a 6-month pass. Time stop can be activated for \$2.00 a day. Time stops are not available for members on a fortnightly direct debit arrangement.

A decision to offer a time stop will be at the sole discretion of SUSF management, but for the avoidance of doubt, time stops are not available for 10-visit passes.

### **4. 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)

### **5. Access**

Membership cards must be shown on every visit and must be scanned to register your attendance for safety, security and insurance purposes. 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. Failure to present your card when requested may result in you being denied entry to our Facilities.

### **6. Entry**

To assist us in maintaining a safe and comfortable environment for all Annual Members, Guests and Staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your membership.

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 if requested.

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.

Members are entitled to bring a maximum of three Guests for tennis or squash court bookings included in the court cost.

You are required to use a clean towel when participating in classes and when exercising on gym equipment (including exercise mats) to maintain our hygiene and safety standards. You may be requested to cease training if you do not use a towel. Subject to availability, you may purchase a towel from reception.

No food is to be eaten in any of the SUSF Facilities except in the designated eating areas.

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.

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.

Smoking and vaping are banned on all University of Sydney campuses, except for within designated areas. The smoking of cigarettes or electronic cigarettes (e-cigarettes or vapes) is strictly prohibited in all SUSF Facilities.

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.

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.

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.

All SUSF Members users are required to remove any rubbish from the facility or place the rubbish in the bins provided. This includes empty drink water bottles.

## **7. Etiquette**

Members must abide by SUSF Lap Lane Etiquette, SUSF Gym Etiquette, and SUSF Group Fitness Etiquette.

Members must at all times respect other SUSF 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, as well as any other behaviour considered by SUSF to be risky or seriously inappropriate. Offenders will be asked to leave the premises.

Members and their guests are to follow the reasonable directions of SUSF Staff at all times.

Only SUSF Staff are permitted to provide personal training, exercise physiology, tennis coaching, private swimming lessons and squad swimming coaching sessions at SUSF Facilities.

Glass is not permitted in the pool area, and glass water bottles are not permitted in the Gym.

## **8. Lockers, Valuables & Lost Property**

Lockers are available and are located in the change rooms, however lockers are NOT security devices.

To the extent permitted by law, SUSF employees or contractors are not responsible for any loss of, or damage to, personal property from SUSF or a locker. We also recommend that you keep all valuables with you while using the Facilities.

Damage to, or the loss of lockers or locker keys, will incur a reasonable charge to repair the damage or replace the item.

As lockers are cleared daily, personal items are not permitted to be stored in lockers overnight. Penalties may apply.

## **9. Attire**

Appropriate attire to be worn at all times – shirts must stay on (except when swimming). Appropriate swimming attire must be worn in and around the pool area; no outerwear (street clothes or underwear) is permitted.

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. This includes the Group Fitness Room where closed in shoes are required (except for Pilates or Yoga and at the discretion of the Instructor). You will be asked to leave the class if you do not have appropriate shoes.

## **10. Use of Equipment**

You are required to return equipment to its original state when you have finished, including:

- Return weights and bars to their rack.
- Unload plates from machines and bars.
- Return equipment to its storage location in group fitness classes.
- For the safety of you and others, please follow all equipment operating and safety instructions on the equipment.
- If you are not sure of correct use or operation of equipment please seek assistance from member of SUSF Staff.
- As a courtesy to other members, please wipe down equipment after use, use a clean towel when using the equipment and keep phone calls to a minimum.

SUSF reserves the right to make changes to exercise equipment supplied in any of its Facilities at any time or the group fitness timetable at any time (i.e. alter class type, times and instructors).

In the pool at SUSAC, normal pool safety rules apply for the safety and convenience of all Members. You must follow all signs and never run at all, or dive or jump in the shallow end. Please also supervise children closely. The SUSF pool is a designated lap pool. No free play is permitted in the member lap lanes. Children wishing to practise before or after a class must be accompanied by paying adult.

## **11. CCTV and Use of Photography**

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; pool. The use of cameras and/or recording devices in Group Fitness classes must have prior approval from the Instructor taking the class, each and every time.

SUSF Staff may from time to time use recording devices within the Facilities. SUSF reserves the right to use these photographs/images/recordings for commercial purposes without payment. By becoming an Annual Member, you allow us to use your image in promotional and other business-related material.

You acknowledge and understand that CCTV has been installed in appropriate areas within SUSF Facilities and surrounds as a strategic component for Member, Guest and Staff safety, and crime and misconduct prevention.

By entering our Facilities, you consent to being filmed under CCTV for these purposes and understand that we will only use and store your image in accordance with the SUSF Privacy Policy.

## **12. Children**

SUSF Members and their Guests using the Gym must be over the age of 17 years (with the exception of Sydney University undergraduates and school groups) unless special permission has been granted.

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.

Children up to the age of seven (7) are permitted to use either changing room under the supervision of a parent or guardian.

## **13. Liability**

To the maximum extent permitted by law, SUSF excludes any liability to any Member in, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the member, arising from or in connection with this Agreement and/or the services/products provided by SUSF and/or any act or omission of SUSF. 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.

## **14. Privacy Statement**

Your privacy is important to us, and we take the responsibility of handling your personal information very seriously. 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 will not collect or monitor any personal information about an individual without their consent. The only personal information collected is what is provided voluntarily by a member or prospective member.

We collect personal information primarily to enable us to provide members with our services or functions related thereto. SUSF may also use the information for marketing to you or for any other purpose permitted under the Privacy Act 1988 (Cth).

When a membership or product is purchased personal information will be requested in order to provide the requested service or product, provide updated information, and advise of other SUSF products, which may be of interest. You are not obligated to provide personal information however failure to do so may result in SUSF being unable to provide services or products to you.

Personal information is collected directly from Members or potential future members when they complete and submit an application form to become an SUSF Annual Member. This can be done in person at one of our Facilities or online via our website.

SUSF will use the contact details you have provided to contact you about your membership. SUSF, the University of Sydney, related companies and companies we engage to perform services on our behalf, may also contact you from time to time both during and after your membership. Communication from these entities may be information about fitness and wellness, promotions, alumni and community engagement (including donations), special offers and other materials about SUSF and related companies' service and products. SUSF will not provide your personal information or contact details to unrelated third parties. Depending on your preferences, you may be contacted in the following ways: mobile, email and/or SMS. You can change your mind at any time about receiving marketing materials by contacting [admin@sport.edu.au](mailto:admin@sport.edu.au)

SUSF may collect personal information from you including CCTV footage and your usage of SUSF Facilities. By signing up for SUSF Annual membership, 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 and discloses your personal and health information for the following primary purposes:

- To fulfil obligations under a member's membership agreement and/or any other contract between him/her and SUSF;
- To render services under a member's membership agreement;
- To provide information about products, service and/or special offers to members;
- To obtain opinions or comments about products and/or services from members;
- To record statistical data for marketing analysis from members;
- To process and consider an application for employment;
- To promote and market all current and future SUSF businesses, venues, products and services and to inform new members about the products and services of SUSF commercial partners;
- To assist the University of Sydney in terms of Alumni and Community engagement in the area of donations for Sport at the University of Sydney;
- To assist with SUSF internal business processes;
- To conduct market research and/or to improve SUSF's products and service offerings;
- To administer contests, promotions and surveys;
- For any other purposes that could be reasonably expected of SUSF; and
- To enable SUSF to comply with its obligations under law.

SUSF may employ other companies or service providers to assist us in providing our services or any functions related to our services, including (but not limited to) marketing, market research, mail-house services, debt recovery functions, hosting and product development services, analysis of member lists and/ or consulting services. For the avoidance of doubt, SUSF may disclose your personal information to our partner debt collection agencies and other parties that assist with debt collection. SUSF may disclose, and these third parties may have access, to the personal information that is needed to perform their specific function. They cannot use that information for other purposes.

The third parties to which SUSF may disclose personal information to includes:

- related entities and affiliates of SUSF (including Affiliated Clubs);
- the University of Sydney and its affiliates and related entities;
- contractors, agents and suppliers SUSF engages to provide products and/or perform services;
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- commercial partners with whom SUSF has agreed information sharing arrangements with;
- SUSF's professional advisors such as legal professionals and accountants;
- law enforcement bodies;
- a purchaser of all or part of SUSF's business; and
- any other person for any other purposes that would be reasonably expected (including if required by law).

SUSF recognises the trust with which individuals provide personal information, and such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of SUSF, any SUSF group company, or any member of the public, or to lessen a serious threat to a person's health or safety.

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.

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.

## 15. Definitions

**Affiliated Club** means a not-for-profit club that operates for the purposes of promoting a particular sport or sports at the University for the benefit of both competitive and recreational participants and that is affiliated with SUSF on the terms required by SUSF and listed on the register of Clubs in Schedule 3 of the SUSF Constitution.

**Annual Member** includes and Program Participant, a College Member, an Affiliated Club member.

**Child** means those under eighteen (18) years old.

**College Member** means those members who are residents of any of the residential colleges on the campus of the University.



**Facilities** means any facility under the care, control and management of SUSF.

**Guest** means those temporarily using SUSF Facilities accompanied by an Annual Member.

**Program Participant** means a participant in any program that SUSF manages or administers.

**SUSF** means Sydney University Sport and Fitness Limited, trading as Sydney Uni Sport (ABN 45 634 542 644)

**University** means the University of Sydney (ABN 15 211 513 464)