

TERMS AND CONDITIONS

These terms and conditions relate to the operation and function of UniActive, which is owned and run by UOW Pulse Limited, Building 13 Northfields Avenue, University of Wollongong NSW 2522. UniActive is a wholly owned and controlled entity of UOW Pulse Ltd, Building 11 University of Wollongong NSW 2522, ABN 28 915 832 337.

1. MEMBERS
- 1.1. Definitions:
- 1.1.1. The term 'Member' refers to the person seeking membership and will have the usage rights and obligations prescribed by this document.
- 1.1.2. The term 'UOW' refers to the University of Wollongong.
- 1.1.3. The term 'UniActive Website' refers to the website [uniactive.uow.edu.au](#).
- 1.1.4. The term 'User Code of Conduct' refers to the document prescribing conduct required of all users of UniActive facilities and services. Users are required to respect and comply with the conditions necessary to provide an appropriate environment for sport, recreation & leisure services. A copy is available for review on the UniActive Website
- 1.1.5. The term 'Sports Facilities' refers to the Sports Hub, Sports Hall, squash courts, tennis courts, sports ovals and hockey fields.
- 1.1.6. The term 'Member's Portal' refers to the self-service membership management system hosted on the UniActive Website.
- 1.1.7. The term 'Access Card' refers to any card or RFID wristband which has been activated for automated access privileges.
- 1.1.8. UOW Student rates are available to current UOW students only.
- 1.1.9. Concession rates are available to UOW alumni; current students (non-UOW); persons with pension or disability concession; emergency service workers and current UOW staff. Concession, current student or employment ID is required where applicable.
- 1.1.10. Community rates are available to any persons ineligible for UOW Student or Concession rates.

2. COOLING OFF PERIOD

- 2.1. All UniActive memberships and Multi-Visit passes are refundable during a "Cooling Off Period" of 7 days beginning on the date the Membership Application Form was signed. The Member must cancel the membership in writing by completing the 'Membership Cancellation Request Form' at reception. If a membership is cancelled during the Cooling Off Period, the cost of the total pro-rated payment, less the value of any goods or services received, will be refunded.

3. MEMBERSHIP ENTITLEMENTS

- 3.1. By signing the application form the Member agrees to be bound by these terms and conditions. The membership only permits the Member to entitlements specific to the selected membership type.
- 3.2. Information of the entitlements for each membership can be found on the UniActive Website. Membership entitlements are subject to change. Members will be notified by email or SMS at least 14 days prior to any changes.
- 3.3. Your UniActive Membership is not an automatic renewal of your UniLife Membership. All UniLife membership fees and conditions will incur if you wish to renew this separate membership.
- 3.4. UniActive memberships do not include access to the Sports Facilities, or additional services including room hire, adult learn to swim classes, swim school, sports camps, personal training and other services. Access to Sports Facilities hire and services may be booked separately and are subject to the applicable fees and access terms.
- 3.5. Visit Pass entitlements:
- 3.5.1. 10 Visit Pass Gym/Group Exercise can be used for a single entry to either the Gym (Wollongong Campus or Innovation Campus), a Group Exercise Class or an Aqua Jogging Class.
- 3.5.2. Personal Training Visit Pass can only be used for a personal/small group training session.
- 3.5.3. Individual Program Visit Pass can only be used for a fitness program consultation.
- 3.5.4. 10 Visit Pass Aquatic Program can be used for a single entry to either a Swim Program Session or an Aqua Jogging Class.
- 3.5.5. 10 Visit Pass Pool can only be used for a casual lap swimming session.

4. ACCESS

- 4.1. Membership access must commence within 30 days of purchase.
- 4.2. To enter the Gym and Aquatic Centre, Members must present their UniActive issued RFID band or membership card, Fitness Passport card, UOW Student card or UOW Staff card for scanning at the UniActive premises. The Member is required to carry photo identification whilst in the facilities.
- 4.3. UniActive issued Access Cards, including but not limited to RFID bands and membership cards remain the property of UniActive. The Member must report a lost or stolen Access Card immediately. Replacement RFID bands are available for \$10.
- 4.4. In order to access UniActive – Innovation Campus during non-staffed hours, Members must complete a 15 minute induction at Innovation Campus with a UniActive staff member, purchase a '20 External Access Card' and agree to Terms and Conditions specific to access outside of staffed hours. The External Access Cards remain the property of UniActive. Replacement External Access Cards are available for \$20.
- 4.5. Parking is available at the Wollongong Campus and Innovation Campus. Information relating to concessional parking periods and parking fees are available for review on the UniActive Website.
- 4.6. Participation in Group Exercise Classes and swim programs is subject to availability. Participation in programs with set capacities is based on a booking system. Class bookings are open 24 hours prior to the scheduled class time via the online Member's Portal. The Member has read and accepts the 'Group Exercise Class Booking Policy' – available for review on the UniActive Website.

5. TRANSFERRING, SHARING AND SELLING

- 5.1. Members may not sell, transfer, share or permit another person to use their Access Card.
- 5.2. If another person uses the Member's identification to access UniActive Gym, Aquatic Centre or Sports Facilities, the person will be refused entry and the Access Card will be retained by UniActive. If the Member has not reported the Access Card as lost or stolen, or has been found to have provided the Access Card to another person, the Member will be fined \$200 and access to the facility will be suspended until payment is made. The Member's direct debit and salary sacrifice payment obligations will continue as scheduled. Membership swipe and go privileges may also be restricted until further notice.
- 5.3. Multi-visit passes may be transferred by completing a 'Membership Transfer Form' at the reception desk, subject to UniActive approval. The transferor and transferee must be present to transfer the membership.

6. CONDITIONS OF ENTRY

- 6.1. By entering and using the UniActive Gym, Aquatic Centre and Sports Facilities you accept and agree to comply with the User Code of Conduct. A copy of the User Code of Conduct is available for review on the UniActive Website.
- 6.2. Members agree to complete a Pre-Exercise Screen before using the Gym or participating in any classes or programs. The Member may be requested to present a medical clearance documents from a medical practitioner prior to undertaking any exercise program or entering the Gym.

7. DIRECT DEBIT PAYMENT TERMS

- 7.1. UniActive engages DebitSuccess Pty Ltd to offer direct debit services. By joining as a Member, he/she has read, understood and accepts the conditions of service offered by DebitSuccess, as detailed in the 'DebitSuccess Direct Debit Request (DDR) Service Agreement' (issued by DebitSuccess). The 'DebitSuccess Direct Debit Request (DDR) Service Agreement' may be updated from time to time by DebitSuccess and UniActive will advise the Member of such changes via email and the Member's continued use of the UniActive facilities, services, classes or programs will constitute acceptance of those changes. A copy of the service agreement is available for review at reception and the UniActive Website.
- 7.2. The Member's nominated bank account or credit card will be debited the amounts set out in the membership application form, on a debit date scheduled by UniActive. On occasion when a debit date falls on a NSW public holiday or a non-business day, the debit will be deducted on the next business day. The Member agrees to pay membership fees fortnightly in advance. The Member understands and accepts the direct debit membership does not have a fixed expiry date and the membership will be deducted until such date the Member expressly cancels the membership. The Member acknowledges he/she is the account holder for the bank account details provided.

- 7.3. All membership cancellation requests require 14 days written notice by completing the 'Membership Cancellation Form' at reception or by email to [uniactive@uow.edu.au](#). UniActive will respond to the receipt of written termination notice within 7 days. The Member acknowledges, unless he/she provides written notice of termination of his/her membership prior to the next scheduled payment of his/her fortnightly direct debit membership contract, his/her membership fees will continue to be deducted until 14 days after he/she provides written notice to UniActive. The Member may continue to access the membership entitlements up to the final access date, corresponding with the settlement of the final payment. The Member is not entitled to a refund of any membership fees paid.
- 7.4. Memberships cancelled prior to completion of two (2) periodic payments (fortnightly direct debits) will incur a \$50 cancellation fee, deducted as a final payment.
- 7.5. Cancellation of the membership does not limit UniActive's ability to recover any unpaid or overdue amounts validly owed before the membership was cancelled.
- 7.6. The fortnightly direct debit payment amount will align with the applicable membership fee at the time of purchase. UniActive reserves the right to update or change the direct debit payment amounts, frequency of deductions, and the dates of debit. UniActive will notify the Member with a minimum 14 days notice via email or SMS of any changes to your direct debit terms and specify the date from which the change will apply.
- 7.7. UniActive will endeavour to contact the Member via email, SMS or phone to inform the Member of any overdue payments. Failed payments will incur a \$15 fee payable to UniActive. An overdraft or dishonour fee may also be charged by the Member's financial institution. UniActive is in no way liable for any fees or charges from the Member's financial institution as a result of failed payments. The Member's access will be denied upon a failed payment. The Member will be required to settle the outstanding amount and any dishonour fees at reception. If the Member repeatedly fails to meet his/her payment obligations, UniActive may terminate or suspend the Member's access until such time the outstanding fees are paid in full.

8. SALARY PACKAGED PAYMENT TERMS

- 8.1. Staff of UOW and its controlled entities, and UOW Pulse Ltd staff employed on a permanent basis are eligible to Salary Sacrifice any 12 month membership in accordance to his/her employment entitlements. Salary sacrifice fees are deducted from the Member's pre-tax salary on a fortnightly basis. The Member understands his/her repayment obligations are owed to UOW. If employment with UOW ceases, the Member agrees to pay any outstanding balance owing on the membership in full to UOW, on the last payment deduction date.

9. MULTI-VISIT PASS PAYMENT TERMS

- 9.1. Multi-Visit passes, including but not limited to 10 Visit Gym Pass; Personal Training passes; Program Visit passes and Aqua passes, are paid in full at the time of purchase. Multi-Visit passes are not available for salary sacrifice.
- 9.2. All Multi-Visit passes have a 6-month validity period from the date of purchase. Any unused visit passes will be deactivated and are non-refundable.

10. SUSPENSIONS

- 10.1. Direct Debit memberships may suspend the membership for maximum period of up to 8 weeks per 12 months of active membership. Suspension requests require at least 14 days written notice at the UniActive Wollongong Campus or Innovation Campus reception by completing the 'Membership Suspension Form' or via email submitted to [uniactive@uow.edu.au](#). If less than 14 days' notice is provided, the Member acknowledges and accepts payment for the next fortnightly period. Any fortnightly payments attributable to the nominated suspension period is credited towards the next applicable fortnightly payment period.
- 10.2. Salary sacrifice memberships may suspend their membership for a maximum period of up to 8 weeks per 12 months of active membership. Fortnightly deductions will not be suspended, instead suspension days would be added to the end of the membership term.
- 10.3. The minimum suspension period is 7 days. The Member must nominate a start date and end date for the membership suspension. If the Member applies for more than the entitled suspension period, UniActive will approve the entitled period only.
- 10.4. Members suffering from medical conditions preventing him/her from using UniActive may apply for extended suspension, with the support of medical documents. Subject to UniActive approval.
- 10.5. Retrospective suspensions will not be approved.
- 10.6. Multi-visit passes may not be suspended.

11. MINIMUM AGE

- 11.1. Children under 16 years of age are not permitted to enter the Gym without the consent of UniActive.
- 11.2. The minimum age to access UniActive Wollongong Campus and Innovation Campus Gym during staffed hours is 14 years of age.
- 11.3. The minimum age to access UniActive Innovation Campus Gym during non-staffed hours is 16 years of age.
- 11.4. Children aged 14-17 years of age must be accompanied by an adult parent/guardian when purchasing a membership and are required to book in and participate in a 30 minute induction session upon their first visit. A parent/guardian must co-sign and accept the terms and conditions, and ensure their child understands and complies with the User Code of Conduct.
- 11.5. The minimum age to use the cardio equipment and stretch areas in the Gym is 14 years of age. The minimum age to use the weights equipment is 16 years of age. The minimum age to participate in high impact Group Exercise Classes, including but not limited to CardioBox, BodyPump and Grit Strength, is 16 years of age. The minimum age to participate in all other Group Exercise Classes is 14 years of age.
- 11.6. Children aged under 14 years may use the gym only if he/she is accompanied by a Personal Trainer for the duration of their training session at UniActive. Access for persons under 14 years of age is subject to UniActive approval.

12. HOURS OF OPERATION & CLOSURE PERIODS

- 12.1. The Member may access the UniActive Gym, Aquatic Centre and Sports Facilities during the hours of operation, as notified. The Member is permitted access to the facilities and services associated with the membership he/she has purchased. Members may access additional facilities and services with the purchase of a casual entry.
- 12.2. The UniActive Wollongong Campus Gym, Aquatic Centre and/or Sports Facilities may be closed or have modified operation hours on NSW public holidays. The Member understands and accepts the membership fee includes public holidays and no refunds or extension periods will be granted as a result of closures or modified operation hours. The Member may elect to suspend the membership during public holiday periods, any suspension days will be counted towards their maximum suspension period as if they were normal days, and no additional days will be granted.
- 12.3. The UniActive Innovation Campus Gym is available for access in accordance to the membership entitlements and applicable terms and conditions. Staffed hours are available for review on the UniActive Website.
- 12.4. The Wollongong Campus Gym, Aquatic Centre and Sports Facilities will be closed during the UOW Concessional Day period, including but not limited to Christmas and New Year.
- 12.5. During University examination periods there may be minor restrictions to UniActive Wollongong Campus Gym operating hours, programs and services.
- 12.6. Closure dates and modified operation hours for NSW Public Holidays and UOW Concessional Days, and restrictions due to exams, and any expected changes to operation hours will be displayed on the premises and UniActive Website at least 14 days' in advance.

13. DRESS CODE

- 13.1. Appropriate exercise attire and closed in training shoes must be worn at all times in the Gym. Steel capped boots, flip flops, slip ons and sandals are not permitted.
- 13.2. Appropriate swimwear must be worn in the Aquatic Centre.

14. TRAINING ETIQUETTE/CONDUCT

- 14.1. The Member has read and agrees to comply with the User Code of Conduct, obey all signs and follow directions of UniActive staff
- 14.2. The Member is required to bring a towel to every workout and place it on upholstery of equipment and wipe down machines after use. No towel, no entry. Members are not permitted to share towels.
- 14.3. Only use the premises, facilities, equipment and services as shown and limited by your membership type. Dropping of weights or improper use of any fitness equipment will not be tolerated for any reason.

15. LOCKERS, BAG RACKS AND PERSONAL PROPERTY

- 15.1. A limited number of lockers are available to Members of UniActive. Personal belongings must not be left on the Gym floor. UniActive takes no responsibility for belongings and valuables brought by the Member into UniActive premises, whether placed in lockers, bag racks or elsewhere within the UniActive premises, and disclaims any liability for any personal property that is damaged, lost or stolen in the UniActive premises.

16. COMMUNICATIONS AND PRIVACY

- 16.1. UniActive's primary method of communication is by email and/or SMS. It is the Member's responsibility to advise of any changes of their contact details. The Member is responsible for reviewing UniActive communication releases and membership changes. The Member's voluntary unsubscription from any communication method does not in any way invalidate membership changes or any communication releases. The Member's continued use of UniActive facilities and services, and participation in programs and classes constitutes acknowledgement of communication releases and acceptance of membership changes.
- 16.2. The Member agrees to have a photo taken for identification purposes and is stored on the Member's profile.
- 16.3. The Member acknowledges CCTV and surveillance are used at the Gym, Aquatic Centre and Sports Facilities to ensure the safety and security of Members and patrons at UniActive.
- 16.4. UniActive will only disclose the Member's personal information with his/her consent or as permitted by law.

17. CHANGE/UNAVAILABILITY OF FACILITIES OR SERVICES

- 17.1. UniActive reserves the right to vary, add or eliminate from time to time any of the particular facilities, entitlements or services. UniActive is not liable if the facility or service is unavailable at any particular time, including but not limited to a prior booking, due to a mechanical breakdown, fire, natural disaster, catastrophe or any reason.
- 17.2. Group exercise and swim program timetables are subject to change without notice. Timetables can be found on the UniActive Website. UniActive reserves the right and authority to alter and/or cancel any class, activity or access to facility space.

18. CHANGE OF DETAILS

- 18.1. The Member agrees to notify UniActive of any changes to personal details, including changes to address, contact phone number and primary email address.
- 18.2. The Member understands his/her personal health and medical condition is subject to change. Should the Member's condition change at any time during his/her membership term at UniActive the Member agrees to expressly notify UniActive staff by completing a new Pre-Exercise Screen at reception.
- 18.3. The Member understands his/her payment obligations are dependent on his/her nominated bank account or credit card details. The Member agrees to expressly update any changes to his bank account or credit card details by completing a new 'Direct Debit Application Form' available at reception.

19. RIGHT OF ADMISSION AND MEMBERSHIP CANCELLATION

- 19.1. UniActive reserves the right to refuse entry in non-staffed hours to any member.
- 19.2. UniActive may immediately suspend, and/or terminate your membership or visit pass at any time, if it is deemed you have failed to comply with these Terms and Conditions and/or breached the User Code of Conduct – available for review on the UniActive Website.
- 19.3. In the event your membership/visit pass is refused or terminated by UniActive, the Member is not entitled to a refund. The Member will be required to surrender and return all UniActive issued Access Cards and External Access Cards to reception.

20. RISK AND LIABILITY

- 20.1. The Member acknowledges and accepts the risks inherent in attending UniActive Wollongong Campus or Innovation Campus, using fitness equipment and undertaking any exercise program or activity. These risks include personal injury and death. The Member acknowledges these risks arise not just from his/her own actions, but the actions, omissions or negligence of others.
- 20.2. The Member hereby represents that to the best of his/her knowledge, he/she have no conditions or injuries which may be aggravated by his/her use of the Gym, Aquatic Centre or Sports Facilities that may affect his/her ability to participate safely.
- 20.3. The Member confirms he/she is capable of participating in any activities involving himself/herself in the Gym, Aquatic Centre or UniActive sports facilities, and is able to meet required experience and ability levels relevant to his/her use of any equipment, or attendance at any program or activity.
- 20.4. The Member accepts responsibility for his/her own safety when attending UniActive and participating in any program, activity or using any UniActive Sports Facilities or equipment.
- 20.5. The Member must report any known or observed hazards, incidents and injuries.
- 20.6. The Member acknowledges UniActive cannot offer medical advice and it is the Member's responsibility to ensure he/she does not participate in any exercise or use any equipment which may aggravate or adversely affect any outstanding conditions or injuries. UniActive recommends the Member to seek qualified medical professional advice before commencing any new exercise routine. If the Member has any health or medical concerns, he/she must discuss these with a qualified medical professional before attending the Gym, Aquatic Centre or UniActive Sports Facilities before using equipment, or participating in any program or activity.
- 20.7. The Member consents to receive, and authorise UniActive to arrange, medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness to the Member when attending the Gym, Aquatic Centre or Sports Facilities; and indemnify the organisers for all costs and expenses associated therewith.
- 20.8. For the avoidance of doubt, the Member acknowledges UniActive is not liable for third parties or injury to the Member caused by any other member or non-member.
- 20.9. The Member hereby agree he/she will not hold UniActive, UOW Pulse Ltd and/or their employees, agents or volunteers liable for (a) any loss, damage, personal injury or death suffered or incurred from his/her use of the Gym, Aquatic Centre or Sports Facilities; for the Member's participation in any class or activity, except if UniActive (or any one of our employees) are deemed negligent; or (b) any loss of/damage to the Member's property, including a vehicle or its contents or property in UniActive lockers and pigeon holes.
- 20.10. If the Member causes damage to the Gym, Aquatic Centre, Sports Facilities or any equipment, UniActive may recover from the Member any costs of repair or replacement.
- 20.11. UniActive may also recover from the Member the cost of any loss or damage we suffer or incur as a result of your breach of these terms and conditions, which we have not been able to mitigate.

21. FEEDBACK, COMPLAINTS AND GRIEVANCE POLICIES

- 21.1. If the Member has any feedback or complaints, please lodge it in writing to reception or via email to [uniactive@uow.edu.au](#), or via the Feedback Page on the UniActive Website. All feedback or complaints will be reviewed or investigated confidentially in accordance to the UOW Pulse Ltd Grievance Policy'. The Grievance Policy is available for review on the UniActive Website.