

Membership Terms and Conditions – Access in non-staffed hours at UniActive Innovation Campus

General Conditions of entry that you must:

- a) Only use the premises, facilities, equipment and services as shown and limited by your membership type.
- b) Obey all signs and directions of UniActive staff
- c) Not behave in a disruptive or disorderly manner
- d) Comply with the UniActive Users Code of Conduct and Conditions of Use (www.uniactive.com.au)
- e) Complete a UniActive Pre-Exercise Screen before using the facility and notify UniActive staff should these conditions change at any time during your membership at UniActive
- f) Agree to have a photo taken for identification purposes that is linked to your member profile
- g) Agree to notify UniActive should any personal details, including contact number, address and bank details change
- h) Agree that any damage to the club/equipment you are liable for its cost of repair or replacement

UniActive provides lockers and storage for members but are not liable for any personal property that is damaged, lost or stolen while in any UniActive centre

1. Terms and Conditions

- (a) Accepting this Agreement does not automatically entitle you to a membership as your application may be subject to further review by UniActive
- (b) UniActive reserves the right, in its sole discretion, to amend this Agreement.

2. Membership

- (a) Type of Membership Your membership permits you to use UniActive premises, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by UniActive
- (b) Change to Details You must provide UniActive with any changes to your details, which are relevant to your membership in writing.
- c) Please refer to all UniActive General Terms and Conditions for further reference related to memberships

3. Non-staffed hours

- a) UniActive- Innovation Campus operates as a 24hr / 7 days a week. There are times when the Club will not have UniActive staff and therefore unsupervised.
- b) UniActive reserves the right to change and alter the advertised staffed hours of the Club at their discretion without notice
- c) Only UniActive Team, Gold, Silver and Fitness Passport members that hold a Valid UniActive membership may access the Club in non-staffed hours. Multi-visit pass holders are not eligible to access the gym outside of staffed hours.

4. Use of RFID band to access the Club and fees

- a) All Platinum, Gold and Silver UniActive members wishing to access UniActive- Innovation Campus outside of staffed hours must use a FOB assigned to their membership profile. This RFID band provides access to the External doors of iC Central, Innovation Campus and UniActive – Innovation Campus GYM in non-staffed hours. Should your membership be suspended or terminated your RFID will automatically be expired and will no longer allow you access to these entry points.
- c) Should you damage or lose your Access Card you will be liable for the replacement fee of \$10.00
- d) Please note University of Wollongong Security are located at Innovation Campus 24hrs a day/ 7 days a week and will respond to any unruly behavior not only within the club but in and around the Campus. Any behavior reported by UOW Security could result in termination of your UniActive membership and is at the discretion of UniActive.
- e) All UniActive Platinum, Gold and Silver Pass holders will receive an RFID band as part of the membership fees, all Fitness Passport holders will be charged **\$30 (includes RFID and 24hr Access)**

5. Minimum Age

- a) The minimum age to use the Club in non-staffed hours is **16 years** of age. 14-15yr olds may continue to use the club in staffed hours only.

6. Members restricted to staffed hours only

- (a) A Member may be subject to a Staffed Access only membership, which will only allow them to attend the Club during Staffed Hours. This is when it is considered by UniActive to be unsafe for the individual to be exercising in an unsupervised fitness centre.

- (b) UniActive reserves the right to refuse entry in non-staffed hours at any time should the medical/personal situation arise that they are considered at high risk.

7. Access by Non-Members

- (a) UniActive only allows paying members to access UniActive – Innovation Campus.
- (b) If a Member breaches clause 7(a) of this Agreement, the Member acknowledges that:
- (i) they accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-Member whether or not caused through the negligence of UniActive
- (ii) the act of bringing a non-Member into the Club constitutes automatic fine of **\$250.00** which
- for a Member who holds a DD Membership, this amount will be deducted from their nominated bank account; and
 - for a Member who holds a pay upfront membership, the Member will receive an invoice for this amount;
 - UniActive reserves the right to terminate the membership of the Member who brings a non-Member into the Club.

8. Induction

- (a) It is a condition of this Agreement that you participate in a scheduled Member Induction consultation (5min)
- (b) The Induction will include information on the following:
- Suitability of fitness level to train in an unsupervised gym
 - Access and exit of the Club
 - First Aid and Emergency procedures
 - Using the Safe Zone Application
 - Familiarisation of machines and equipment
 - Overview of User Code of Conduct
 - Outline of this Agreement
 - Signed Agreement

- (c) UniActive may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club orientation prior to the commencement of exercise.

9. Physical Condition

- (a) It is your responsibility not to use any equipment which may adversely affect any medical condition.
- (b) You hereby declare that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the Club or its facilities.
- (c) If you have any health or medical concerns now or after you join as a Member of the Club, you must discuss them with your doctor before using the equipment or the Club. You must notify UniActive staff should your medical condition change after joining.
- (d) You acknowledge that UniActive did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.

10. Pre –Exercise Questionnaire

- (a) It is a condition of membership with UniActive that each Member, prior to using the Club, has to complete the UniActive Pre-Exercise Questionnaire
- (b) You will not be permitted to use the Club until you have completed the UniActive Pre-Exercise Questionnaire
- (c) UniActive reserves the right to restrict, suspend or terminate your membership if it is in the reasonable opinion that you are unfit to utilise the Club in non-staffed hours. If your membership is restricted or suspended for this reason, your membership will not be reinstated until you provide UniActive with a medical certificate confirming that you are fit to train in an unsupervised fitness centre.

11. Video and Audio Surveillance

(a) For security purposes, UniActive uses video and audio surveillance equipment to monitor the Club on a 24-hour basis.

(b) By accepting this Agreement you acknowledge that by using UniActive – Innovation Campus, you will be subject to video and audio surveillance and recording.

(c) Video and audio surveillance is limited to the floor area only, and is not within the walls of the bathrooms.

d) Please note this surveillance is checked regularly and should you be found not adhering to the Agreement terms and conditions, UniActive reserves the right to terminate your membership and you will be liable for any outstanding debts incurred.

12. Equipment

(a) You understand and acknowledge that UniActive purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club.

(b) You understand and acknowledge that UniActive is providing recreational services and may not be held liable for defective products or equipment.

13. Liability for Property

(a) UniActive is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Club including, but not limited to, a vehicle or its contents or any property left in a locker.

(b) If you cause damage to the Club or any equipment you are liable to UniActive for its cost of repair or replacement if proven you were at fault.

14. Release and Indemnity

- a. UniActive is entitled to ask you to agree to exclude, restrict or modify its liability for death or any personal injury suffered by you on Club premises, or from the use of our facilities or equipment.

- b. If you accept this Agreement, you agree to restrict the liability of UniActive if you are killed or injured, with the result that compensation may not be payable if you or a third party suffers death or personal injury.
- c. UniActive may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by accepting this Agreement. Even if you accept this Agreement, you may still have further legal rights against UniActive
- d. A parent or legal guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

15. Release and Indemnity (NSW)

You use the facilities provided by UniActive- Innovation Campus at your own risk and acknowledge that the use of the Club may involve risk of injury, whether caused by you or another party. By accepting this Agreement you agree that UniActive will not be liable for any loss, injury, damage or theft of property, belonging to or brought onto Club premises by you, or for any death, personal injury or illness on UniActive- Innovation Campus premises, or from using our facilities or equipment.

- a. This release does not apply if your death or injury results from gross negligence on the part of UniActive.

16. UniActive's Right to Restrict or Terminate Your Membership

(a) UniActive may restrict your membership at any time on the following basis:

- (i) concern for the health and/or safety of the Member; or
- (ii) non-compliance, improper or harmful conduct engaged in by the Member.

(b) UniActive may terminate your membership at any time on the following basis:

- (i) you fail to make any payments of your Membership Fees;
- (ii) UniActive reasonably suspects that you are engaging in illegal activity in the Club;

(iii) you fail to follow any of the Policies or Club Rules, or violate any part of this Agreement;
or

(iv) You behave in a disruptive or disorderly manner that impacts other UniActive members

(c) In the event that UniActive terminates your membership in accordance with clause 16b. termination will be effective on the date that UniActive sends Written Notice. You are liable for all financial obligations until that date.

(d) Upon termination of your membership by UniActive, you will cease to have access to the UniActive –Innovation Campus, and UniActive has the discretion to deny you access to UniActive – UOW. Any money owing to UniActive when your membership ends, remains immediately due and payable and UniActive will deduct the amount outstanding from any refund which you may be eligible. If there is not enough money to cover the amount owing to UniActive, you must pay the balance of the amount owing.

(e) Upon termination of your membership by your election, you may continue to use the Club for any period that you have paid in advance. You will cease to have access to the Club once any period you have paid in advance expires.

(f) Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

17. Risk Warning

(a) UniActive warns that whilst you are on our premises using our facility and recreational services, you are at risk of suffering physical harm or personal injury including, but not limited to, broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:

(i) slipping on wet flooring;

(ii) being struck by weights;

(iii) colliding with equipment, or other Members;

(iv) engaging in strenuous exercise and activities; or

(v) incorrect use of equipment or Club,

(b) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.

(c) You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.

(d) You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by UniActive are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.

e) You agree to download the UOW SafeZone application and understand you should have my phone near you when training in the Club outside of staffed hours in case of emergency

I have read the UniActive – Innovation Campus 24/7 Access Terms and Conditions and agree to abide by them:

I agree should any changes occur in my medical/ physical health that I inform UniActive at the earliest convenience to obtain review of my eligibility to attend in non-staffed hours.