

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.
- 1.2. UOW Student rates are available to current enrolled UOW students. A valid University of Wollongong SOLS student enrolment is required upon initial sign-up.
- 1.2.1. 'UOW Staff and Concessions' rates are available to current UOW staff member; UOW alumni; current students (non-UOW students); persons with pension or disability pension, and emergency service workers. A valid concession card, student SOLS enrolment or UOW staff are required upon initial sign-up.
 - 1.2.2. 'Standard / Community Member' rates are available to any members who are not eligible for UOW Student or UOW Staff and Concessions rates.
 - 1.2.3. The term 'UniLife Membership' refers to the membership program offered by UOW Pulse Ltd, as offered on the pulse.uow.edu.au website.
 - 1.2.4. The term 'Pulse Perks' refers to the membership program offered by UOW Pulse Ltd, as offered on the pulse.uow.edu.au website.
 - 1.2.5. UOW 'Pulse Perks Members' will be offered a \$20 voucher to be put towards a direct debit membership payment on a UOW Student membership.

- 1.3. UniActive reserves the right to refuse to enter into an agreement with any person at its sole discretion.
- 1.4. UniActive reserves the right to refuse entry to any person at any time or to remove persons guilty of disruptive or disorderly conduct – including, but not limited to; verbally or physically threatening staff or other persons; gaining or attempting to gain unauthorised access (this may lead to membership termination without refund – or other sanctions).
- 1.5. 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 Card/s and External Access Cards to reception.
- 1.6. Membership is valid from date of purchase rather than commencement of useage. Membership commencement may be delayed by a maximum of two (2) weeks by special arrangement.
- 1.7. **Memberships are not refundable.**

2. COOLING OFF PERIOD

- 2.1. All UniActive memberships and Multi-Visit passes are refundable during a "Cooling Off Period" of seven (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. 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.
- 3.4. Multi-visit pass entitlements:
 - 3.4.1. 10 Visit Gym Pass may be used for a single entry to either the UniActive Gym (Wollongong Campus or Innovation Campus), a Group Exercise Class or an Aqua Jogging Class.
 - 3.4.2. Program Visit Passes can only be used for fitness program consultations.
 - 3.4.3. 10 Visit UniActive Swim Program Pass can be used for a single entry for a UniActive Swim for Fitness class.
 - 3.4.4. 10 Visit Pool Pass can only be used for casual lap swimming sessions.

4. ACCESS

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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 the day 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 RFID/membership.
- 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 RFID will be retained by UniActive. If the Member has not reported the RFID as lost or stolen, or has been found to have provided the RFID to another person, the Member will be fined \$250 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.
- 7.2. One (1) fortnightly instalment and a pro-rata payment of 1-7 days is required at the time of joining.
- 7.3. Members are responsible for providing the correct account number. Fees imposed by financial institutions and *Debit Success* for providing incorrect bank account or credit card details are the responsibility of the member.
- 7.4. The Member's nominated bank account or credit card will be debited the amount set out in the membership agreement, on a debit date scheduled by UniActive. On occasion when a debit date falls on a NSW public holiday, the debit will be deducted on the next business day. The Member agrees to pay membership fees weekly in advance.
- 7.5. All memberships are ongoing until such time as the member provides 14 days written notice to cancel. Cancellation requests can be made 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 seven (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.
- 7.6. Memberships cancelled prior to completion of four (4) periodic payments (weekly direct debits) will incur a \$50 cancellation fee, deducted as a final payment.
- 7.7. Cancellation of the membership does not limit UniActive's ability to recover any unpaid or overdue amounts validly owed before the membership was cancelled.
- 7.8. The weekly 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 and specify the date from which the change will apply.
- 7.9. Any member who is one (1) or more instalments in arrears will have sanctions imposed, including not being able to access the facility. Each failed payment will incur a \$10 rejection fee payable to UniActive. UniActive is in no way liable for any additional fees imposed by the Member's financial institution as a result of failed payments.
- 7.10. The member's eligibility to 'UOW Student' and 'UOW Staff and Concession' rates will be reviewed periodically. Members who do not meet the eligibility criteria, will be notified by email with 14 days notice and the 'Standard / Community' rates will commence from the next direct debit date. The Member is eligible to reconfirm their eligibility by verifying their identification cards at the UniActive reception desk during staffed hours.

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.
- 8.2. Salary Sacrifice memberships cannot be cancelled, these memberships are 12 months in length.

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 three business days written notice by completing the 'Membership Suspension Form' or via email submitted to uniactive@uow.edu.au. Any weekly payments attributable to the nominated suspension period is credited towards the next applicable weekly payment period.
- 10.2. Memberships must not have an outstanding amount at the time of requesting suspension.
- 10.3. 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.
- 10.4. 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.
- 10.5. Suspension requests for more than the maximum allowable period may be considered, subject to UniActive approval (supporting medical documentation must be provided).
- 10.6. Backdated suspensions will not be approved.
- 10.7. Multi-visit passes may not be suspended.

11. MINIMUM AGE

- 11.1. Children under 12 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 12 years of age with an adult present.
- 11.3. The minimum age to access UniActive Innovation Campus Gym during non-staffed hours is 16 years of age.
- 11.4. Children aged 12-16 years of age must be accompanied by an adult parent/guardian when purchasing a membership and are encouraged 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. Children aged under 14 years may use the gym only if he/she is accompanied by a paying adult for the duration of their training session at UniActive. Please refer to Kids in Gym policy.

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. UniActive may vary or stop providing any equipment, program or service without notice. UniActive is not liable for any loss or disappointment you may suffer as a result. This includes failing to obtain a position in group fitness classes at full capacity, or lack of parking spaces.
- 12.3. Time extensions or suspension days will not be offered in the case of closures due to Public Holidays or any facilities and services being temporarily unavailable.
- 12.4. 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.
- 12.5. 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.
- 12.6. During University examination periods there may be minor restrictions to UniActive Wollongong Campus Gym operating hours, programs and services. Any closure dates and modifications to hours of operation will be communicated with as much notice as possible.

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 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. UniActive collects and uses personal information for related purposes such as; billing and account management and communication regarding products and services. By providing your information to us, you acknowledge that, and consent to us collecting and using your information to contact you for market research and to provide you information and offers.
- 16.3. UniActive value your privacy and will not; provide any personal information (including information regarding your membership) to any third party and take all precautions to prevent unauthorised access to that information.
- 16.4. The Member agrees to have a photo taken for identification purposes and is stored on the Member's profile.
- 16.5. 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. 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.
- 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 or by updating their details online.

19. RISK AND LIABILITY

- 19.1. Each member expressly acknowledges and agrees that (subject only to gross negligence on the part of UniActive, UOW Pulse Ltd employees, volunteers or agents, being the direct cause of any loss, damage or injury to occur) each member will enter upon the UniActive Wollongong or Innovation Campus premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein absolutely at his or her own risk, such that each member releases and discharges UniActive, UOW Pulse Ltd and its employees, agents, volunteers and contractors from all liability for loss, damage or injury which may be sustained by a member in such manner, or under such circumstances.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.
- 19.6. 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.

19.7. 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.

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving DebitSuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

INITIAL TERMS I/We authorise DebitSuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business). I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business. **RELATIONSHIP** I/We acknowledge that DebitSuccess is acting as an agent of the Business and that DebitSuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business. **CLEARED FUNDS** I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution. **VARIATIONS TO DEBIT TERMS** I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise DebitSuccess to vary the amount of the payments upon instructions from the Business. I/We do not require DebitSuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to the Business. I/We acknowledge that DebitSuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business. **CANCELLING THESE DEBIT TERMS** I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to. **DISHONoured PAYMENTS** I/We acknowledge that: -if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by DebitSuccess; and -DebitSuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments. **ACCURACY OF INFORMATION** I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that DebitSuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that DebitSuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to DebitSuccess via the Business. **DISPUTES** I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution. **OTHER AUTHORISATIONS** I/We authorise: The Debit User to verify details of my/our account with my/our Financial Institution; and The Financial Institution to release information allowing the Debit User to verify my/our account details. **INFORMATION SECURITY** DebitSuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. DebitSuccess will only disclose information that we have about you: to the extent specifically required by law; or for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact
DebitSuccess Pty Ltd.
PO Box 577, Mt Waverley, Vic, 3149
Phone: 1800 148 848
E-mail: customerservice@debitsuccess.com.
