

MEMBERSHIP TERMS AND CONDITIONS

February 2011

PRIMARY REQUIREMENT

These membership procedures are designed to ensure that the terms and conditions of membership are understood and adhered to, and that all members show proper consideration for other members. This extends to all aspects of respect and behaviour including but not limited to the language you use, letting others use the exercise equipment while you are resting and so on. Please keep in mind that the USQ Works Health and Recreation Club (herein after referred to as "the Club") is designed for the enjoyment of all members.

GENERAL

A. MEMBERSHIP PROCEDURES

- The member agrees to be bound by the membership procedures of The USQ Works, as determined from time to time by The USQ Works.
- The member acknowledges that The USQ Works reserves the right to change these membership procedures as it deems necessary.
- The USQ Works does not honour any verbal agreement made at The USQ Works or over the phone that are contrary to the Membership terms.
- Members and their guests to The USQ Works must be 13 years or older unless accompanied by a parent/guardian and follow our Children and Youth policy.

B. OPERATING HOURS

- The USQ Works has the right to determine the hours and days during which The USQ Works will be available and the services and equipment which will be available.
- All 24-7 access Wellness members agree use the membership for their personal use only. This requires individual use of access and under no circumstances will you let anyone that is not a wellness member accompany you. Failure to adhere to these terms will result in membership termination. All access out of staffed hours are digitally recorded and security is provided via our contracted provider.

C. VIOLATION OF MEMBERSHIP PROCEDURES

- Any member who violates any of the membership procedures set forth or as posted in The USQ Works from time to time will have their membership privileges suspended until such time as determined by The USQ Works.
- Any member who violates any of the membership procedures will not be entitled to a refund of any monies paid. If a member agrees to make payments to The USQ Works in their membership application, any unpaid payments will become immediately due and payable.

D. PEAK PERIOD

- The member understands that The USQ Works may experience increases in attendance at various times during the year and at peak times during the day.
- The member hereby releases and discharges The USQ Works from any liability for breach of contract for overcrowding.
- Peak period for memberships are 5:30am – 7:00am, Monday to Friday and 3:30pm – 7pm, Monday to Friday.
- Penalty fee of \$9.00 for off-peak members to attend during peak times.

E. DRESS RULES

- Proper exercise attire is required. T-shirt, leotard/shorts are required for women, and shorts and T-shirt for men. Tracksuits are also acceptable. Gym shoes and socks must be worn at all times.

F. HYGIENE

- A towel must be used at all times in the gymnasium and during Group Exercise classes where floor work is performed. If you forget your towel one can be hired from centre reception for \$3.
- Please wipe any perspiration from the gym equipment after use.

G. PERSONAL PROPERTY

- Any lost property or articles of clothing left at The USQ Works are placed in lost property.
- After a period of two weeks any unclaimed property is donated to a worthwhile charity.
- Bags are not permitted in the gym or Group Exercise room. Lockers are available free of charge in the gym and change room.
- Valuables may be left at Reception; however, The USQ Works cannot accept responsibility for these items so we strongly recommend leaving valuables at home.

H. ADMINISTRATION FEE

- The administration fee is \$60.
- The USQ Works reserves the right to change this fee as it deems necessary.

I. ON-GOING AGREEMENT

- Means a membership that has an initial term of 30 days, continues after the end of the initial term and ends only when the client terminates the membership agreement by providing 30 days written notice.
- Membership price increases will occur to all memberships according to the agreement we have with you.

J. COOLING OFF PERIOD

- The cooling off period starts when the client signs the agreement.
- The cooling off period ends 48 hours after the cooling off period starts.

K. PRIVACY STATEMENT

The USQ Works Health & Recreation Club is wholly owned and operated by the University of Southern Queensland Student Guild (USQ Student Guild). The USQ Student Guild collects personal information to assist in providing the best fitness and related ancillary services to suit your needs and to be able to contact you regarding your membership and other associated USQ Student Guild services. Personal information will not be disclosed to third parties without your consent unless required by law. If you wish to gain access, update your personal information or have any concerns regarding the information collected please write to: The Privacy Officer, USQ Student Guild, PO Box 28, Darling Heights, Qld 4350.

MEMBERSHIP PROCEDURES

A. MEMBERSHIP CARD

Our administration policy requires that every person upon entering The USQ Works:

- Presents their photo ID card i.e. their USQ Works membership card or USQ Student Card to reception (compulsory on every visit) to ensure the members attendance is recorded in the computer. The member is required to have a membership card at all times whilst maintaining a membership.
- The membership card is not to be used by anyone other than the person to whom it was issued. The card remains the property of The USQ Works and must be returned on termination of membership.
- Acceptable identification (e.g. drivers license, passport) may be required to gain admission if membership card is forgotten.
- The member must pay The USQ Works's replacement fee to replace a lost or stolen card, currently this fee is \$9.00 and can be increased at The USQ Works's discretion.

B. MEMBERSHIP RESPONSIBILITIES

- The member agrees that neither The USQ Works nor its agents are responsible for lost or stolen articles of clothing or any other lost articles or personal property.
- The USQ Works shall not have any responsibility for any found property.
- The member is obliged for payments due under this Membership Agreement, whether he/she chooses to use the facility of The USQ Works or not. This includes both paid in advance and fortnightly memberships.

C. PAYMENT PENALTIES

- It is the responsibility of the member to ensure that any fortnightly fees due are paid on the due date.
- A debit rejection fee of \$8.50 will be charged for any fortnightly payment that is dishonoured or rejected by the bank.
- Should the fees remain unpaid after 14 days, a late payment fee will be charged. The fee is currently \$20 for the first month or part thereof and will accumulate by \$20 for each and every additional month or part thereof.
- * Should payment lapse by three months or more the debt will be placed into the hands of a Collection Agency for recovery of monies owing and their fee will be added to the outstanding membership fee. If fees are two months in arrears or payment is consistently late The USQ Works has the right to ask for the balance of the contract in full within seven working days of notice being given.

D. LATE PAYMENT - CLUB'S RIGHT

- If a member is more than five working days behind in paying any scheduled payment, The USQ Works at its sole option may stop the member from using the facilities until the member is current in payments or require that the member make immediate payments of all membership charges owed to The USQ Works including late payment fees.
- If The USQ Works elects not to do either of these items, in the case of one late payment, The USQ Works may still do so in the case of other late payments.

E. TRANSFER OF MEMBERSHIP AGREEMENT

- Membership is transferable only by the member. The membership can only be transferred upon payment of the transfer fee which is currently \$60.
- The person to whom you are transferring your membership (transferee) must meet the requirements of the current Clubs membership conditions.
- The transferee member must complete a new membership form.
- The USQ Works reserves the right to increase the transfer fee at any time by amending the membership procedures.

F. NOTICE

- Each member shall inform the Proprietor of any changes of address. Any notice that may need to be given to the member may either be given by prepaid letter addressed to the member at their last known address or by exhibiting such notices in prominent place in The USQ Works premises.

G. MEMBERSHIP SUSPENSION POLICY

- All membership suspension applications must be in writing and authorised by a Club employee. Members must apply in person at Centre Reception.
- All membership suspensions are subject to a 14 day minimum and maximum of 2 months.
- Any membership suspension extension will be added immediately onto the existing renewal date.
- In circumstances where medical conditions prevent continued exercise, eg pregnancy, the membership will be frozen until such time that the member can exercise again in accordance with a medical certificate which must accompany the membership suspension application.
- Suspension will not be applied retrospectively or back dated.
- Suspension fee is currently \$8.00.

H. CANCELLATIONS

- Fortnightly Easy pay memberships are ongoing. These memberships will be cancelled by The USQ Works 30days / two direct debits after receiving written notice from the member providing that the minimum membership time of 3 months has been reached and there are no monies outstanding.
- Term memberships expire at the end of the calculated date.
- Cancellation will not take effect if the member has any monies outstanding on the 30th day from written notice.
- A client may terminate an agreement with the USQ Works if the client cannot use the services & facilities supplied under the agreement because of the client's permanent sickness or physical incapacity. The client terminates the agreement by giving the supplier written notice of the termination and a medical certificate stating that the client cannot use the fitness services because of the client's permanent sickness or physical incapacity. The USQ Works must refund to the client a proportion of the unused part of the agreement less the administration fee within 21 days after the client terminates the agreement due to permanent sickness or physical incapacity.

I. GYM ETIQUETTE AND RULES

- In consideration of others please replace your weights after use.
- Training diaries remain the property of The USQ Works.
- Chewing gum is prohibited in The USQ Works.
- The Management reserves the right to change the hours of operation and alter class times in accordance with the requirements of The USQ Works.
- At no time are persons other than employees allowed to conduct personal training sessions in The USQ Works.
- Any instruction in The USQ Works in any sport is restricted to employees to The USQ Works.
- The USQ Works reserves the right to extend or revoke this membership at any time without explanation and remove from the premises any member or person invited by him/ her who may be involved in unacceptable or inappropriate behaviour. No refund will be given to any Members or guests who are removed.
- Any changes to the membership procedures and rules will be made in writing and will be displayed for 2months in a conspicuous position so it is clearly visible to a person who enters The USQ Works.

J. TERMINATING DURING COOLING OFF PERIOD

- A member may terminate the agreement with The USQ Works during the cooling off period by providing written notice of the termination.
- The client will be refunded the fees less the USQ Works administration fee within 21 days after the client terminates the agreement

K. COMPLAINTS HANDLING PROCEDURE

- The USQ Works will make every reasonable effort to resolve quickly & fairly a complaint made by the client about the supply of the fitness service under a membership agreement with the USQ Works.
- The complaints form is available at centre reception in accordance with the Fair Trading Practice for the Fitness Industry 2003.

MEMBERSHIP PRIVILEGES

A. MEMBERSHIP TYPES

- Membership at The USQ Works includes full use of the gym and group exercise classes. Additional fees apply for specialty programs conducted in The USQ Works. The USQ Works does not have separate memberships for these areas.

B. MEMBERSHIP TERMS

- A direct debit membership, automatically debited each fortnight for a minimum period from the member's bank account or credit card are available. This membership may also carry a joining fee.
- Term Memberships which may vary in length from time to time are available at The USQ Works.
- All memberships & fees will be subjected to price variations in relation to the agreement we have with you.

C. MEMBERSHIP ENTITLEMENTS

- Full members are entitled to the following facilities and services as long as their membership is financially current; use of the gym and Group Exercise classes, one fitness assessment, a gym program and then up to four program reviews per year.
- The member acknowledges that the prices for the above memberships, facilities and services will vary from time to time according to market demands.
- Membership advisors can inform members of current rates.

DISCLAIMER AGREEMENT

February 2011

By signing this form I hereby declare that I am satisfied that my coach/instructor/trainer has explained to me the terminology used in this document and that I agree to use and abide by the safe exercise guidelines stated.

I/We AGREE TO RELEASE AND INDEMNIFY the Recreational Activity Provider as follows:

- 1 I/We participate in the activity at my own risk and responsibility.
- 2 I/We release, indemnify and hold harmless the Recreational Activity Provider, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever or any liability that results from the breach or an express or implied warranty that the recreational services or activity will be rendered with reasonable care or skill.
- 3 In the event that I/We am injured or my property is damaged, I/We will bring no claim, legal or otherwise, against the Recreational Activity Provider in respect of that injury or damage.
- 4 I/We have read the whole of this document and understand it.
- 5 I/We consent to the person named in this Acknowledgment and Release participating in the activity, and I/We am aware of the risks, dangers and obligations set out above in this Acknowledgement and Release.
- 6 If I/We am not the parent of the person named in this Acknowledgment, I/We shall at all times during the activity keep such person be under my control or in my company.
- 7 In consideration of the person named in this Acknowledgment and Release being accepted to participate in the activity I/We AGREE TO RELEASE AND INDEMNIFY the Recreational Activity Provider in the same manner and to same effect and extent is if I/We were the person first named in this Acknowledgment and Release and the person participating in the activity.

I, _____ am aware of the terms and conditions of The USQ Works Safe
(Parent/Guardian Name)

Exercise Protocols for Children and Youth as stated above and overleaf.

PARENT/GUARDIAN SIGNATURE: _____ Date: _____ Time: _____ am / pm
(Must be signed by a parent or Guardian if under 17 years of age)

STAFF SIGNATURE: _____ Date: _____ Time: _____ am / pm