

UWA Sport Fitness Centre Terms and Conditions for Members

The terms and conditions set out below govern your membership to the UWA Sport Fitness Centre (entrance off Carpark 1) ("Fitness Centre"), which is owned and run by UWA Sport Pty Ltd of 35 Stirling Highway, Crawley, WA 6009 (ABN: 96 605 887 189). UWA Sport is a wholly owned subsidiary of The University of Western Australia (ABN: 37 882 817 280) ("UWA"). References to "you" below are references to the individual member listed on the membership form, and references to "UWA Sport", "us" or "we" are references to UWA Sport Pty Ltd. Members must be individual persons.

Please retain a copy of this agreement for your records.

Membership Entitlements

By signing your application form, you agree to be bound by these terms and conditions. You understand your membership only entitles you to use of the Fitness Centre specific to your membership type, and only for the term of your membership. Your membership does not entitle you to access the Recreation Centre, Sports Hall, Squash Courts or Outdoor Netball/Tennis Courts, or other facilities outside the Fitness Centre such as Recreate Courses. These may be booked separately and are subject to their distinct fees and access terms.

Information of the entitlements for each membership can be found via the 'UWA Membership Model' located on the UWA Sport website www.sport.uwa.edu.au

Transferring, Sharing or Selling your Access or Membership is Prohibited

You may not transfer or sell your membership to another person, or share or allow another person to use your member/student/staff card (being either a UWA Sport membership card issued by UWA Sport or UWA student/staff card activated by UWA Sport) ('access card'). Guest passes may be provided by UWA Sport to you as part of your membership, and you will be advised upfront if you are granted any guest passes. Persons using guest passes will be required to sign their own access terms. Otherwise, guests must purchase a membership or casual visit passes to use the Fitness Centre. Memberships will be terminated without a refund if a member is found to be sharing his/her access card to allow a non-member entry to the Fitness Centre and UWA Sport may refuse entry to any person who UWA Sport reasonably believes is using the access card of another person.

Fitness Appraisals

As a member, you are entitled to and recommended to have a free fitness appraisal. Presentation of a "fit to exercise medical clearance" from a medical practitioner may be required by us before proceeding with an exercise program or your Fitness Centre access. Further or ongoing fitness appraisals and re-programming may attract additional fees depending on the membership type purchased.

Access

To enter the Fitness Centre you must present your valid access card for scanning in order for your visit to be recorded and your membership validated. You must keep your validated access card with you whilst in the Fitness Centre at all times. Your photo will be taken when purchasing a membership and kept on file by UWA Sport. The photo will also be printed on your access card if you are not a student or staff member using a UWA card that already has a photo.

You must advise us immediately if your access card is lost or stolen. The cost to replace a lost or stolen UWA Sport Fitness Centre access card is \$5.

Conditions of Entry

You agree you have read the 'Fitness Centre Conditions of Entry' and agree to comply with these conditions. A copy of the Conditions of Entry is available at reception, and on the UWA Sport website www.sport.uwa.edu.au

Hours of Operation and Closure Periods

You may access the Fitness Centre during hours of operation, as notified by us. You are allowed access to the specific zones associated with the membership you have

purchased. You can enter additional zones with the purchase of a casual entry.

The Fitness Centre is closed on certain WA public holidays throughout the year and for a period over Christmas - New Year, as determined by UWA Sport. Membership prices take this into account and no refunds or extension periods will be granted as a result of closure. In calculating a period of membership suspension following a valid request, days when the Fitness Centre is closed will count towards the period of any membership suspension as if they were normal days, and no additional days granted.

Exercise Attire

Appropriate exercise attire and closed in training shoes must be worn at all times in the Fitness Centre. Steel capped boots and thongs/sandals are not permitted.

Training Etiquette

You must bring a towel to every workout and place on upholstery of equipment and wipe down machines after use. No towel, no entry. Towels are available for purchase. The dropping of weights or improper use of any fitness equipment will not be tolerated for any reason. All weights are to be returned to weight racks after use. You shall not possess any greater right to access than a casually paying person. A 'first come' rule applies to all classes where the numbers exceed maximum capacity.

Lockers and Pigeon Holes

A limited number of free lockers and pigeon holes are available to all Fitness Centre patrons. Belongings must not be left on the gym floor.

UWA Sport takes no responsibility and shall not be liable for belongings and valuables brought by Members into the Fitness Centre, whether placed in lockers, pigeon holes or elsewhere at the Fitness Centre, or surrounding areas and facilities (including the Recreation Centre).

Signage

All signs posted at UWA Sport facilities should be considered part of the rules and regulations of the venue and must be abided by at all times.

Private Business and Guests

No illegal or unauthorised private business may be conducted within UWA Sport facilities and/or its surrounding grounds.

Change of Service

UWA Sport reserves the right and authority to alter and/or cancel any class, activity or access to facility space.

Communications and Privacy

You acknowledge that as a member of the Fitness Centre, you may receive relevant communication and marketing material from UWA Sport. UWA Sport will communicate through avenues including but not limited to social media, emails and SMS. UWA Sport will only disclose your personal information with your consent or as permitted by law.

You acknowledge that CCTV and surveillance are used at the Fitness Centre, surrounding areas and facilities (including the Recreation Centre) and on UWA grounds to ensure the safety and security of members and patrons at UWA Sport.

Right of Admission and Membership Cancellation

UWA Sport reserves the right to refuse your admission to a UWA Sport facility including the Fitness Centre, and/or to cancel your membership (which shall be done by notice in writing to you) due to your inappropriate or harmful behaviour or conduct, a concern for health or safety, your repeated failure to meet your payment requirements, or your failure to comply with these membership terms and conditions, including but not limited to sharing an access card.

If your access is refused or your membership is cancelled by us, you are not entitled to a refund of membership fees already paid by you.

Risk and Liability

You acknowledge and accept the risk inherent in attending the Fitness Centre, using fitness equipment and undertaking any exercise program or activity. These risks include personal injury and death. You acknowledge these risks arise not just from your own actions, but the actions, omissions or negligence of others.

You accept responsibility for your own safety when attending UWA Sport facilities and participating in any program, activity or using any UWA Sport facilities or equipment.

You must report to us any known or observed hazards, incidents and injuries.

You acknowledge we cannot give you medical advice and it is your responsibility to ensure you do not participate in any exercise or use any equipment which may aggravate or adversely affect any conditions or injuries you have. We recommend you speak with a qualified medical professional before commencing any new exercise routine. If you have any health or medical concerns, you must discuss these with a qualified medical professional before attending the Fitness Centre or using the equipment.

You confirm you are capable of participating in any activities you involve yourself in at the Fitness Centre, and are able to meet required experience and ability levels relevant to your use of any equipment, or attendance at any program or activity. You hereby represent that to the best of your knowledge, you have no conditions or injuries that may be aggravated by your use of the Fitness Centre or that may affect your ability to participate safely.

You consent to receive, and authorise UWA Sport to arrange, medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness to you when attending the Fitness Centre; and indemnify the organisers for all costs and expenses associated therewith.

For the avoidance of doubt, you acknowledge UWA Sport is not liable for third parties or injury to you caused by any other member or non-member.

You hereby agree you will not hold UWA Sport, UWA and/or our employees, agents or volunteers liable for (a) any loss, damage, personal injury or death suffered or incurred from your use of the Fitness Centre or your participation in any class or activity, except if we (or any one of our employees) are deemed negligent; or (b) any loss of/damage to your property, including a vehicle or its contents or property in UWA Sport lockers and pigeon holes.

If you cause damage to the Fitness Centre or any equipment, we may recover from you the cost of repair or replacement.

We may also recover from you 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.

The obligations in this clause continue even if you have ceased accessing the Fitness Centre.

Complaints

If you have a complaint about the Fitness Centre or about us, please lodge it in writing to the reception or via email to info@sport.uwa.edu.au and we will acknowledge receipt within seven days. We will endeavour to resolve the complaint within a reasonable timeframe. You are entitled to fair and equitable handling of your complaint.

Fitness Industry Code of Practice

The Government of Western Australia issues a Fitness Centre Code of Practice. It is available on the Department of Commerce (WA) website, or you may request a copy from us and one will be provided to you.