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Terms and Conditions

1. Definitions

Agreement means the agreement between the University and You regarding membership of UniSA Sports Facilities including these terms and conditions and the Membership Application.

Commencement Date means the date specified as such on the Membership Application.

Expiry Date means the date specified as such on the Membership Application.

Facility means the sport and exercise facilities situated at University of South Australia City East Campus, corner of North Terrance and Frome Road, Centenary Building, Level 2 (C2-14) Adelaide, SA 5000, University of South Australia Magill Campus, Sports Centre, St Bernards Road SA 5072, University of South Australia Mawson Lakes Campus B1-02 UniSA Mawson Lakes Campus, SA, 5095 and University of South Australia, City West Campus, Pridham Hall, Adelaide, SA 5000

Membership Application means Your application to be a member of UniSA Sports Facilities attached to these terms and conditions.

Membership Card means the Facility access card provided to You by the University.

Membership Fees means the fees as set out in the Membership Application.

Parent/Guardian means the person identified in the Membership Application as the parent/guardian of the applicant.

University means the University of South Australia ABN 37 191 313 308.

You or Your means the person identified as the applicant in the Membership Application (or where the applicant is aged under 18 years is the applicant and the Parent/Guardian).

2. Term

The Agreement will commence on the Commencement Date

3. Fees

You agree to pay all Membership Fees as set out in the Membership Application.

4. Termination

4.1 Subject to clause 4.2, the University may terminate the Agreement by providing two weeks' written notice to You. Upon such termination the University will refund to You the Membership Fees which are attributable to the remaining period of membership until the Expiry Date.

4.2 The University may terminate Your membership immediately by written notice to You if You breach the Agreement.

4.3 You may terminate the Agreement by giving notice in writing within three days of the Commencement Date.

4.4 You acknowledge that it is your responsibility to cancel direct debit facilities in respect of your Membership. You must terminate this Agreement by providing us with written notice.

4.5 If you terminate this Agreement under clause 4.4, then: the termination will be effective from the Supply Period (14 days) after the one in which you provide written notice to us you will not receive a refund on direct debit payments for the supply period in which you give written notice of termination and you will not be liable for any further payments

4.6 You may also apply to terminate the Agreement by giving notice in writing, if the Facility is no longer providing the same facilities that were provided as at the Commencement Date (e.g. significant reduction in equipment provided, reduced operating hours). The University will consider such application in good faith, but may reject the application if the University considers that the Facility provides the same or substantially similar facilities to those provided at the date of Your membership application. If the application to terminate under this clause 4.4 is accepted, the University will refund to You the Membership Fees which are attributable to the remaining period of Your membership until the Expiry Date.

4.7 Refunds will be provided to You by EFT transfer within 28 days from the date on which we acknowledge Your notice of termination (subject to You providing in writing account details for effecting the EFT transfer).

5. Fees & Suspensions

5.1 The total amount of fees payable by you pursuant to this Agreement is set out in Item 5 of the Schedule ("Commencement Date & Supply Period"). You must pay us those Fees for the whole of the period or otherwise as and when those Fees become applicable to your Membership. You agree to pay such fees whether you use the facility or not.

5.2 If you fail to pay us the Fees by the due date, then we are entitled to refuse entry by you to the facilities and if you fail to pay us all amounts owing within 7 days of receipt of a reminder notice, then we are entitled to terminate this Agreement pursuant.

5.3 All medical suspensions are free of charge upon the presentation of a valid medical certificate that covers all requested dates of suspension. Suspensions, including for medical reasons, cannot be back-dated. Medical suspensions can be for a maximum of 12 weeks.

5.4 The Member agrees that in the event that he or she does not attend the Centre or use the facilities for any period during the Membership without previously arranging suspension of Membership, the Member will have no entitlement or right to claim and the Centre will not be liable to reimburse any fees or other payments made by the member.

5 Use of the Facility

6.1 You are responsible for ensuring that You understand the correct use of equipment provided at a Facility.

6.2 You must use the Facility in accordance with the Agreement, all applicable UniSA's policies (including the Photography Policy and Conditions of Entry Policy) and any additional terms and conditions notified to You from time to time (including by notices or signs displayed in a Facility). Policies applying to the Facility are available at unisasport.edu.au/policies.

6.3 You must report any damaged or non-functioning equipment to a University staff member. You will be liable for the cost of any damage caused by You to the Facility or any equipment or other property in the Facility, whether wilful or negligent.

6.4 You must wear appropriate sporting attire and non-marking shoes at all times whilst using the Facility.

6.5 The University may, at its discretion, refuse You entry to or use of the Facility if You do not produce Your Membership Card when requested.

6.6 The University may charge You an administration fee of \$10 for the replacement of a lost, stolen or damaged Membership Card.

6.7 The University provides lockers for storage of Your property whilst You are using the Facility. Your use of the lockers is at Your own discretion and risk. You release the University from any claim or liability in regard to the theft, damage or loss of property from a Facility, including property stored in a locker.

6.8 The University may charge You an administration fee of \$20 for the replacement of a lost, stolen or damaged locker key.

6 Indemnity

8.1 Your use of the Facility is at Your own risk and You acknowledge that the use of the Facility may involve injury or harm to You.

8.2 You agree to indemnify, to keep indemnified and to hold harmless the University, its employees and agents from and against all claims, demands, actions, costs, losses and expenses which may be incurred directly or indirectly by reason of and in relation to Your use of the Facility.

8.3 You hereby, to the full extent permitted by law, waive all of Your rights of action against and fully release the University for any loss, damage, injury or death howsoever arising out of or in relation to Your use of the Facility, other than loss, damage, injury or death caused by the negligence of the University.

8.4 The University accepts no responsibility and excludes all liability whether direct or indirect arising out of any loss, damage or theft that You may suffer in respect of personal belongings and effects during or in relation to Your use of the Facility.

7 Privacy Statement

9.1 The University will collect and handle personal information about You, including to review Your Membership Application and, if accepted, to establish and manage Your membership, to keep You informed about events and offers from the University and to obtain Your feedback, and otherwise in accordance with our Privacy Policy. We may collect sensitive information (such as health information) from You, for example, if You request to suspend Your membership. We may disclose Your personal information for these purposes to third parties (such as our contractors who provide services to us) and as otherwise permitted or required by law. Generally, we do not disclose Your personal information to recipients located overseas except as permitted or required by law.

9.2 If You do not provide the requested personal information, we may be unable to offer You the service or products You seek (for example, provide You with a gym membership) or otherwise respond to or deal with Your enquiry (for example, in relation to suspension of a membership on medical grounds).

9.3 The University's Privacy Policy located on our website at w3.unisa.edu.au/policies/policies/corporate/Privacy/Policy.asp contains additional information about the way we handle personal information, including how You may seek access to, or correction of, personal information that the University holds about You, and how You can complain about how we handle Your personal information and how we will deal with Your complaint. If You would like further information You should view our Privacy Policy or contact the University at privacy.officer@unisa.edu.au.

8 Governing Law

The Agreement is governed by and will be construed in accordance with the laws of South Australia.