

Terms and conditions

Welcome to CQUniversity Sports Centre. Before signing your CQUniversity Community Sports Centre Agreement, please take the time to read the following terms and conditions of your membership carefully. You should only sign the membership agreement if you understand and agree with **ALL** the terms and conditions in this agreement.

Member Responsibilities and General Conditions

- You must complete a CQUniversity Sports centre membership application form including personal/contact information and emergency contact details and provide proof of identity and student membership status (where applicable) at the time of application.
- You must provide, and keep CQUniversity Sports Centre up to date with, personal information and contact details and inform us of changes that may affect your membership, including any changes to your health, contact information and or/payment details
- You must provide CQUniversity Sports Centre with your medical history relevant to your membership, and details of the impact any medical condition has on your health, and keep CQUniversity Sports centre informed of any changes in your health or medical condition relevant to your membership.
- If you are a new member, or your membership has been expired for a 9 month period or longer, you must complete a Pre Exercise health Screen form and complete an induction with CQUniversity Sports centre
- You must observe ALL CQUniversity Sports Centre Rules and Etiquette and all directions of CQUniversity employees and agents at all times when you are in the CQUniversity Sports Centre
- A swipe card must be used on arrival. If your swipe card is lost or broken a \$2 replacement fee will be charged
- You must not solicit business on CQUniversity Sports Centre premises for personal financial gain from any other member/customer for any purpose including but not limited to personal training, swimming instructing/coaching or medical/dietary advice, without the prior written consent of CQUniversity Sports Centre
- Where information in this agreement differs from information that is communicated to you by a CQUniversity Sports Centre employee, (whether at the facility or over the phone), the terms and conditions of this agreement continue to apply, as the terms of this agreement may only be varied by a CQUniversity employee in writing.
- You agree that at any time CQUniversity Sports Centre may vary the terms of this agreement, including the conditions of Entry, Conditions of Use, Etiquette guidelines, operating hours, programs, services, facilities and use. Where CQUniversity Sports Centre makes such a change it will provide you with at least 2 weeks notice of the change by:
 - Placing a written notice on the notice board at front of gym entrance
 - Sending an email to the nominated email address
- Once the required notice is given, you agree the updated terms apply to your membership
- By renewing your CQUniversity Sports Centre membership, you agree to the membership terms and conditions that apply at the time of renewal.
- Facilities and services: CQUniversity reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this agreement. The Sports Centre may need to close sections of the facility for works to take place. No credit to membership will be given, unless approval has been sought from DFM Director.
- You understand and acknowledge that CQUniversity Sports centre purchases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the facility. If you have any questions or concerns about the equipment at the facility, please notify a CQUniversity Sports Centre employee immediately.
- Your membership includes the areas specified on the pricelist. This membership does not allow access to the stadium

Minors

- All members of CQUniversity Sports Centre under the age of 18 require consent on the membership form from a parent/guardian
- Gym induction and gym program must be provided to minors from CQUniversity Sports Centre trainers and arranged via an appointment. Use of the facilities not allowed until an induction/program has been completed
- Minors under the age of 15 require parental/guardian supervision when using the facilities at all times.

Membership Fees/Payments

- You agree to pay all membership fees applicable to the membership you have selected in your CQUniversity Sports Centre membership application form
- You agree to pay the membership fees:
 - Upfront by cash, eftpos or credit card or
 - By direct debit, from a nominated bank account or credit card (**Minimum term is 8 fortnightly payments**) **additional fees with paysmart will apply to the member**
- You must provide CQUniversity Sports Centre, in the form requested by CQUniversity Sports Centre, a payment agreement authorising CQUniversity Sports centre to debit the membership fee due for each direct debit period from your billing account
- You agree CQUniversity Sports Centre may increase membership fees annually at the beginning of the calendar year

Direct debit:

- If you choose to pay fees by direct debit, then this will be through the Paysmart debit services. CQUniversity Sports Centre will provide you with a copy of the terms and conditions that apply to the Paysmart services.
- Direct Debit memberships are set to UFN (Until Further notice). Members are required to give the Sports Centre 14 days of notice to cancel their direct debit membership.
- Direct debit fees will occur fortnightly and additional fees will be absorbed by the client through Paysmart.
- Direct Debit membership may be cancelled at any time after the completion of the minimum term of **8 fortnightly payments** by the provision of 14 days' notice to the Direct Debit Payment Provider and CQUniversity Sports Centre in written form. A \$50 cancellation fee will be charged once notice has been provided and must be paid up front.

CQU Staff memberships

- All current full-time and part time Academic, Teaching and Professional Staff are eligible for payroll deduction
- Casual Academic, Teaching and Professional Staff are eligible for upfront payments at staff deduct rates over 3, 6 or 12 month periods
- Eligibility to membership will cease when the Staff member's employment ceases unless otherwise advised DFM Director
- Staff single membership: only entitles one membership
- Staff family membership is entitled to immediate family only and they must reside at the same residential address as the staff member
- A payroll deduct form must be completed by the Staff member and approved by CQUUniversity Sports Centre and Payroll
- A minimum of three months of deductions will occur and a staff member can withdraw after this period by emailing sportcentre@cqu.edu.au asking to cancel deductions
- No suspension for holidays or extensions are permitted for staff deduct memberships

Alumni Membership – CQUUniversity graduates

- CQUUniversity graduates are entitled to a 10% discount on 12 month gym/pool memberships
- Alumni memberships are provided upon presentation of proof that the individual has completed their qualification and successfully graduated, for example a copy of their graduation certificate

Cooling off Period

- If you are a new member there is a cooling off period for 48 hours from the commencement date of your membership as stated on your membership application form during which you may cancel your membership
- To cancel your membership during the cooling off period, you must request in writing to CQUUniversity Community Sports Centre during the cooling off period and a refund of all membership fees you have paid will be made to you.
- The cooling off period does not apply to membership renewals.

Operating hours and Access

- CQUUniversity will provide you with access to the CQUUniversity Community Sports centre as nominated on your application form during CQUUniversity Opening hours
- Opening hours can be found at reception and on CQUUniversity website
- CQUUniversity provides support to events and functions, which create exclusive use of hire of facilities and occasional closure to members of the facility. This will be communicated via written notice on reception whiteboard with adequate notice
- CQUUniversity will close Gymnasium and Pool facilities annually on:
 - Public holidays
 - The duration of the CQUUniversity Christmas/New year closedown period
- You understand and acknowledge that CQUUniversity will not reduce, or provide partial refunds of, membership fees or provide automatic suspensions if CQUUniversity Sports Centre is closed for renovation, closed on public holidays or for the duration of the CQUUniversity annual Christmas/new year closedown period
- CQUUniversity will provide you with a membership access card and a photo will be required to link to your account. You agree the access card remains the property of CQUUniversity Sports Centre, which is not transferrable under any circumstances. Any person found to be using another members card will be asked to leave the facility and the card will be confiscated/ and the membership cancelled
- While at CQUUniversity Sports Centre you must produce your membership card for inspection upon request by a CQUUniversity Sports Centre employee

Privacy Statement and Acknowledgement

- You agree that information provided by you to CQUUniversity Sports Centre, including personal, health/ medical and financial information may be used/disclosed in accordance with the CQUUniversity privacy policy, which is, found at <https://www.cqu.edu.au/policy>
- You agree that your personal information will be used to inform you of upcoming changes and promotional material.

Video Surveillance and Monitoring

- You acknowledge that by accessing CQUUniversity Sports Centre you will be subject to CCTV monitoring. This information is for CQUUniversity Sports Centre to monitor its sites/facilities for security purposes
- CQUUniversity may also film or photograph in and around its facilities for promotional and marketing purposes (Facebook, Instagram, flyers, Sports Centre website. CQU Sports Centre staff will obtain written consent.

CQUUniversity Services and Inherent Risks

- You acknowledge that, whilst every attempt is made to ensure that the fitness services and facilities provided by CQUUniversity are safe, there are some significant and inherent risks involved with fitness training,
- The **member** indemnifies CQU Sports Centre against all claims for which the **member** becomes, or may become liable for, arising directly or indirectly in connection with:
 - (a) the negligent or careless use of any equipment on the **Premises**
 - (b) the **member's** failure to comply with any obligations of the **facility** under these terms and condition;
 - (c) injury to or the death of any person caused or contributed to by the **member**
 - (d) any act or omission, neglect, default or misconduct of the **member**;

OR

To the fullest extent permitted by law, the **member** releases CQU Sports Centre and CQUUniversity, employees and contractors from all claims and demands resulting from:

- (a) Any accident, damage, loss, injury or death occurring in the **CQU Sports Centre** or in any part of the **Building** or outside the **Building**;

except to the extent that it is caused by the deliberate act, negligence or default of CQUUniversity, employees or contractors

- You agree that you are responsible for your own safety and the security of your own property while at CQUniversity Sports Centre and CQUniversity Sports Centre is not liable for any loss or damage to your property or indirect or consequential loss to you or your property
- You acknowledge and agree that you use the exercise facilities at your own risk and you release, to the fullest extent permitted by law, CQUniversity its officers, employees, and agents, from all claims and demands of whatever kind which may arise from your use of the exercise facilities. You undertake to make sure that you know how to exercise safely and, in the event that you do not know how to do so, you agree to ask a CQUniversity Sports Centre employee.
- The following limitation of statutory guarantee applies to your membership, and reference in this warning to 'form' is a reference to these membership terms and conditions.

Membership Suspensions and cancellations

- You may suspend your membership as follows according to your method of payment
 - If you are making direct debit payment: for a minimum of 2 weeks and maximum of 12 weeks per calendar year. A \$5 administration fee to hold your membership will be charged each time you wish to suspend your membership and is required as an upfront payment.
 - If you have made an upfront payment for an annual membership: for a minimum of 1 week and maximum of 4 weeks of that annual membership period
- In addition to the above, upon presentation of certification from a registered medical practitioner or psychologist that you should not use CQUniversity Sports Centre facilities for a specified period due to injury or a medical condition, CQUniversity may suspend your membership
- You must apply to suspend your membership prior to the period of suspension
- CQUniversity may suspend your membership if you fail to inform CQUniversity of changes to your personal contact details following attempts by CQUniversity Sports centre to contact you according to information held on its member database have been unsuccessful, and CQUniversity Sports Centre will not re-activate your membership until your contact details are updated.
- You cannot transfer your membership and there are no refunds of membership fees
- You may cancel your membership prior to its annual expiry or the minimum term as applicable:
 - Where you provide certification from a registered medical practitioner or psychologist that injury, illness or physical incapacity prevents you making further use of CQUniversity Sports Centre facilities which cancellation will take effect from the date of your application
- You must pay all membership fees until the date of the cancellation of membership takes effect
- Direct Debit membership may be cancelled at any time after the completion of the minimum term of 8 fortnightly payments by the provision of 14 days' notice to the Direct Debit Payment Provider and CQUniversity Sports Centre in written form. A \$50 cancellation fee will be charged once notice has been provided and must be paid up front.
- CQUniversity Sports Centre may suspend your membership and refuse entry to CQUniversity Sports Centre if you breach this agreement
- At any time where you act in a manner that may breach this agreement or the rules and etiquette, CQUniversity Sports Centre may provide you with a warning that your membership may be suspended or cancelled
- CQUniversity Sports Centre may cancel your membership (including without prior notice and without refund) if you breach this agreement, or behave in a manner that is considered a risk to yourself, other members or staff, or deemed seriously inappropriate, such as (but not limited to);
 - Threatening or harassing other members, visitors or CQU staff
 - Exhibiting behaviour that may cause injury to yourself or others
 - Using obscene or profane language
 - Misconduct with, or wilfully damaging CQU equipment
 - Providing non-members with unauthorised access to CQUniversity Sports Centre
 - Loaning your membership card to someone else.
 - CQU does not recommend or support the use of performance enhancing drugs in this facility. Any person believed to be using, buying, selling or promoting the use of performance enhancing drugs will be asked to leave the premises and have their membership cancelled. Serious matters will be reported to the police
 - Providing instruction to other members where you are not authorised by CQUniversity to do so.

Other Services

- **There may be other services offered at the facilities that do not form part of your membership type but are available for you to purchase separately. These are not part of the services provided under your membership and you will be advised at the time if any additional terms apply to those services.**

Locker Hire:

Tall/ Medium Lockers:

- Member must supply lock
- The CQU Sports Centre does not accept responsibility for loss or damage to any items left within the locker.

Wallet Lockers:

- CQU Sports Centre will supply one key for access to the locker.
- If supplied key is lost or broken, member is required to pay replacement fee.
- The CQU Sports Centre does not accept responsibility for loss or damage to any items left within the locker.

Regulations, policies and Guidelines

- Fitness Australia Policies and guidelines
- Fair Trading (Code of Practice – Fitness Industry) Regulation 2003

Rules and etiquette

'If you believe there is a risk to your health by participating in a fitness service at this fitness centre, you must inform the supplier in writing about the risk'

'If you are a casual client, you must assess your fitness level ability to exercise and risk to your health by participating in a fitness service at this fitness centre'

- All members must sign-in using the swipe cards each time they enter the facility. Replacement cards can be purchased for \$2.00 at reception.
- All gym bags and personal belongings are to be stored in the areas provided
- Towels must be used on equipment at all times
- Wear appropriate clean gym attire. Closed in shoes must be worn on gym floor and outdoor court at all times
- Re-rack weights and accessories to their proper locations immediately after use
- Do not drop dumbbells or barbells on the floor. Any damages will incur a charge
- Please refrain from using profanity, banging weights, and making loud noises
- Please consider other gym users waiting to use the equipment
- Please be mindful of your personal odour
- Please email sportscentre@cqu.edu.au to report any damage, complaints and feedback
- All guests, visitors and contractors are to sign in at reception
- Inductions are included in your membership. This is a requirement prior to commencing exercise in the facility
- Our facility is closed on public holidays and Christmas break
- All members must update their personal and medical information if changes have occurred by informing Sports Centre staff. Please note consent from GP might be required.
- Minors under 15 years of require parent/guardian consent and supervision when using the facility at all times
- Pool: no lifeguard on duty, no running, no alcohol, children under 15 must be supervised by an adult over 18 years of age