

MONASH SPORT MEMBERSHIP - Terms and Conditions

Welcome to Monash Sport. Before signing your Monash Sport Membership Application Form, please take the time to read the following terms and conditions of your membership carefully. You should only sign the Monash Sport Membership Application Form if you understand and agree with **ALL** the membership terms and conditions. "University" refers to Monash University (ABN 12 377 614 012).

1. Member Responsibilities & General Conditions

- 1.1 You must complete a Monash Sport Membership Application Form including personal/contact information and emergency contact details and provide proof of identity and student/staff status (where applicable) at the time of application. For University staff and students, you understand and agree that your information, for the purposes of administering your membership, will be obtained directly from University staff and student database systems.
- 1.2 You must provide and keep the University up to date with your personal information and contact details and inform Monash Sport of changes that affect your membership, including any changes to your health and/or payment details.
- 1.3 You must provide Monash Sport with your medical history relevant to your membership, and details of the impact any medical condition has on your health, and promptly keep Monash Sport informed of any changes in your health or medical condition relevant to your membership.
- 1.4 You should obtain medical confirmation that regular exercise will not cause you any physical harm or detriment to your health.
- 1.5 You must not bring a child under 16 years of age into any Monash Sport Fitness Centre or Group Exercise class at any time without express prior approval of Monash Sport. Membership is only available to persons aged 16 years or over. If you are under 18 years old then your parent/guardian must consent to you becoming a member by signing the application form where indicated.
- 1.6 You must observe ALL Monash Sport conditions of entry, conditions of use, and etiquette guidelines and all directions of Monash Sport employees and agents at all times when you are in a Monash Sport facility.
- 1.7 You must not solicit business on Monash Sport premises for personal financial gain for any purpose including but not limited to personal training, swimming instructing/coaching or medical/dietary advice, without the prior written consent of Monash Sport.
- 1.8 Where information in these terms and conditions differs from information that is communicated to you verbally by a Monash Sport employee, (whether at a Monash Sport facility or over the telephone), these terms and conditions continue to apply, as these terms and conditions may only be varied in writing.
- 1.9 You agree that at any time Monash Sport may vary the terms of these terms and conditions, including the Conditions of Entry, Conditions of Use, Etiquette Guidelines, operating hours, programs, services, facilities and fees. If the change is beneficial to you or has a neutral impact, the change will be made without notice and with immediate effect. For all other changes Monash Sport will provide you with at least 4 weeks' notice by:
 - publishing it in the newsletter;
 - placing a notice at our 3 sites (Clayton, Caulfield, Peninsula);
 - writing to the address you last gave us (mail or email);
 - contacting you by phone; or
 - posting a notice on the Monash Sport website.
- 1.10 Once the required notice is given as outlined in 1.9, you agree the updated terms apply to your membership.
- 1.11 By renewing your Monash Sport membership, you agree to the terms and conditions that apply at the time of the renewal.

2. Membership Fees/Payments

- 2.1 You agree to pay all membership fees applicable to the membership type you have selected in your Monash Sport Membership Application Form.
- 2.2 You agree to pay the membership fees:
 - upfront by cash, EFTPOS or credit card;
 - salary sacrifice (University continuing and fixed term staff only); or
 - by direct debit, from a nominated bank account or credit card (**Note: the minimum term is 8 fortnightly payments/16 weeks**).
- 2.3 For University staff, if you have selected to pay your membership fees via salary sacrifice payments, you are required to complete a Salary Sacrifice application form authorising the University's payroll department to deduct the nominated membership fees from your fortnightly salary.

3. Direct Debit Authority

- 3.1 By selecting to pay your membership via direct debit payments, you authorise the University (through Monash Sport) and any third party direct debit payment service provider

engaged by the University, to debit your membership fees from your nominated bank or credit card account in accordance with the payment terms outlined on the Monash Sport Membership Application Form.

- 3.2 You agree Monash Sport may increase membership fees at any time (and consequently the debit amount), by giving notice as required in clause 1.9.
- 3.3 You agree that a pro-rata upfront payment may be required at the time of joining.
- 3.4 You agree that direct debit payments will be processed for the fortnight in advance and will be debited fortnightly on a Thursday. If payment is due to be processed on a non-business day or University declared public holiday, the payment will be processed on the next business day.
- 3.5 You must ensure the nominated bank or credit card account accommodates direct debit and has sufficient funds available to honour each payment. You must also ensure your details are up to date, including account or card numbers and expiry dates. You can update your payment details, giving Monash Sport at least 48 hours' notice before the next debit date.
- 3.6 If a payment is dishonored or rejected for any reason, a dishonor fee of \$10.00 may be charged to you.
- 3.7 For any disputes in relation to direct debit payments, you must notify Monash Sport via email at sport.members@monash.edu
- 3.8 You acknowledge and agree that Monash Sport may change direct debit payment provider at any time and, where this occurs, to continue to pay your membership fees by direct debit, you must complete and provide to Monash Sport a new payment agreement authorising the new direct debit payment provider to debit your Monash Sport membership fees.

4. Salary Packaging Deduction Authority

- 4.1 By selecting to pay your membership via salary packaging, you authorise Monash University HR to deduct your membership fees from your pre-tax salary on a fortnightly basis, in accordance with your payment terms outlined on your salary packaging membership application form.
- 4.2 Should your membership application miss payroll deadlines, your deductions will commence the following fortnight. Your initial deduction will include membership fees from the date of application. Facility access will not be affected and will commence from the application date.
- 4.3 In accordance with Monash University's Salary Packaging Procedure, Monash University HR charge a fortnightly administration fee on all salary packaging benefits.

5. Cooling Off Period

- 5.1 If you are a new member there is a cooling off period of 10 business days from the commencement date of your membership as stated on your Monash Sport Membership Application Form during which you may cancel your membership.
- 5.2 To cancel your membership during the cooling off period, you must make a request in writing to Monash Sport during the cooling off period and a refund of all membership fees you have paid will be made to you, less a \$25 administration fee.
- 5.3 The cooling off period does not apply to membership renewals.

6. Operating Hours and Access

- 6.1 Monash Sport will provide you with access to the Monash Sport facility nominated on your Monash Sport Membership Application Form during Monash Sport operating hours.
- 6.2 Monash Sport will inform you of the operating hours across its 3 sites (Clayton, Caulfield, Peninsula) and their facilities on its website at: www.monash.edu/sport
- 6.3 **Monash Sport will close all facilities at all sites annually:**
 - on Good Friday
 - for the duration (12 days) of the University Christmas/New Year closedown period with the annual closure dates found at: www.monash.edu/sport
- 6.4 Monash Sport may restrict your access to reduced operating hours or close some facilities on University Holidays. A full list of University Holidays is found at www.monash.edu/sport
- 6.5 You understand that Monash Sport will not reduce, or provide partial refunds of, membership fees or provide automatic suspensions if a Monash Sport site or facility is closed for renovations, closed on a University Holiday or a public holiday, or for the duration of the annual University Christmas/New Year closedown period.
- 6.6 University staff and students will have access through use of your University issued staff or student card.

- 6.7 Monash Sport will provide members that are not staff or students with a membership access card on which your photo will appear for identification purposes. You agree the access card remains the property of Monash Sport and you will not lend it to any other person or allow any other person to use it.
- 6.8 A replacement card fee of \$8.00 will be payable for all lost Monash Sport issued membership cards.
- 6.9 You must scan your membership or University staff or student card to access any Monash Sport facility to which you are permitted access (unless otherwise advised).
- 6.10 While at a Monash Sport facility you must present your membership or University staff or student card for inspection upon request by a Monash Sport employee.

7. Privacy Statement and Acknowledgement

- 7.1 You agree that information provided by you to Monash Sport, including health, medical and financial information may be used/disclosed in accordance with the University privacy policy which is found at: www.privacy.monash.edu

8. Video Surveillance & Monitoring

- 8.1 You acknowledge that by accessing Monash Sport facilities you will be subject to video surveillance and recording undertaken by Monash Sport to monitor its sites/facilities for security purposes.
- 8.2 Monash Sport may also film or photograph in and around its facilities for promotional and other purposes. If you are clearly identifiable in such film or photograph, with your written consent Monash Sport may use your image in promotional and other material.
- 8.3 You agree not to use mobile phone cameras and/or any type of video/photography equipment in a Monash Sport facility without prior written consent of a Monash Sport employee.

9. Monash Sport Services and Inherent Risks

- 9.1 You acknowledge that, whilst every attempt is made to ensure that the sport and fitness services and facilities provided by Monash Sport are safe, there are some significant and inherent risks involved with physical activity, and you accept those risks.
- 9.2 You agree that you are responsible for your own safety and the security of your own property while at a Monash Sport facility and Monash Sport is not liable for any loss or damage to your property or indirect or consequential loss to you or your property.
- 9.3 You acknowledge and agree that you use Monash Sport facilities and equipment at your own risk and you release, to the fullest extent permitted by law, the University, its officers, employees and agents, from all claims and demands of whatever kind which may arise from your use of the facilities and equipment. 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 Monash Sport staff member.
- 9.4 The following limitation of statutory guarantees applies to your membership, and reference in this warning to 'form' is a reference to these membership terms and conditions.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you –

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

10. Membership Suspensions & Cancellations

- 10.1 You may suspend your membership as follows according to your method of payment:
- if you are making direct debit or salary packaging payment: for a minimum of 1 week (7 days) and maximum of 12 weeks (84 days) per calendar year; and
 - if you have made upfront payment for an annual membership: for a minimum of 1 week (7 days) and a maximum of 4 weeks (28 days) of that annual membership period.
- 10.2 In addition to suspension under clause 10.1, upon presentation of certification from a registered medical practitioner that you should not use Monash Sport facilities for a specified period due to injury or a medical condition, Monash Sport may suspend your membership.
- 10.3 To suspend your membership during the University/New Year Closedown you must request Monash Sport to suspend your membership.
- 10.4 You must apply to suspend your membership prior to the period of suspension.
- 10.5 Monash Sport may suspend your membership if you fail to inform the University of changes to your personal contact details after attempts by Monash Sport to contact you according to information held on its member database have been unsuccessful, and Monash Sport will not re-activate your membership until your contact details are updated.
- 10.6 You cannot transfer your membership and there are no refunds of membership fees.
- 10.7 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 that injury, illness or physical incapacity prevents you making further use of Monash Sport facilities, which cancellation will take effect from the date your application; or
 - where Monash Sport provides notice under clause 1.9 that these terms and conditions are to change and you do not agree with the change, which cancellation will take effect from the date that the changed terms and conditions come into operation.
- 10.8 You must pay all membership fees until the date the cancellation of membership takes effect.
- 10.9 In addition to cancellation for reasons listed in clause 10.7:
- Direct Debit Memberships may be cancelled at any time after the completion of the minimum term of 8 fortnightly payments (16 weeks). Payments and facility access will stop the day prior to the next scheduled fortnightly payment date.
 - For Direct Debit Memberships, Monash Sport requires 2 business days' notice of cancellation prior to the next scheduled direct debit date.
 - Annual memberships may not be cancelled, except by non-renewal.
 - Salary Packaging memberships may be cancelled anytime with the completion of a Salary Packaging application form. Facility access will cease as of the date indicated on your application form.
 - Should your membership application miss payroll deadlines, the change to your deductions will be reflected in the following pay fortnight.
- 10.10 Monash Sport may suspend your membership and refuse entry to any Monash Sport facility, program, activity or similar if you breach these terms and conditions.
- 10.11 At any time where you act in a manner that may breach these terms and conditions, or a direction of Monash Sport employees or agents Monash Sport may provide you with a warning that your membership may be suspended or cancelled.
- 10.12 Monash Sport may cancel your membership (including without prior notice and without refund), if you breach these terms and conditions, or behave in a manner that is considered a risk to yourself, other members or staff, or deemed inappropriate, such as (but not limited to):
- threatening or harassing others
 - exhibiting behavior that may cause injury
 - using obscene or profane language
 - misconduct with, or damaging equipment
 - providing non-members with unauthorised access to Monash Sport facilities
 - lending your membership or student/staff card to someone else to gain access to facilities
 - using illegal or performance-enhancing drugs
 - providing instruction to other members where you are not authorised by Monash Sport to do so.