

Terms and Conditions

1 MEMBERSHIP ENTITLEMENTS

- 1.1 Subject to these conditions, and dependent on the type of membership you purchased, your membership fee allows you access during staffed operating hours to the nominated Facility or Facilities (as indicated on the membership agreement). Details on membership entitlements are also posted at each facility and online and are subject to change.
- 1.2 Fitness Centre memberships DO NOT cover supervision of your use of the Facilities by qualified staff, instruction on use of equipment, fitness assessments or personal training sessions.
- 1.3 Operating hours are as posted at the Facilities. Generally, the Nathan Fitness Centre is open for the posted hours all year, excluding public holidays.
- 1.4 Memberships are not transferable. A membership must only be used by the person named on the agreement and to whom it is issued. Sharing of memberships will result in the immediate termination of the membership.
- 1.5 Where a membership card is issued by Griffith Sport, a \$5 fee will be charged to replace membership cards that are lost or stolen.

2 MEMBERSHIP TERMS AND CONDITIONS

- 2.1 Membership terms and conditions, entitlements and other conditions may change over time. This includes changing a Centre's opening and closing hours, its services, facilities and membership fees. Written notice of any such changes will be given 30 days prior. Except in circumstances where the relevant change or changes are favourable to you, you are entitled to cancel your membership immediately (without giving notice or paying an administration fee or termination fee) by completing a Membership Termination request form, available from the Nathan Fitness Centre or accessible [online](#).

3 DIRECT DEBIT MEMBERSHIPS

3.1 12-month Ongoing Direct Debit memberships

- 3.1.1 Ongoing direct debit memberships are for a minimum term of 12-months.
- 3.1.2 Payments are processed on a fortnightly basis for a minimum of 25-deductions, with the initial deduction paid upfront.
- 3.1.3 The minimum amount payable under the membership term will be equal to: (initial fortnight upfront) + (fortnightly payment * 25). The fortnightly amount payable is identified on the Membership Agreement.
- 3.1.4 One month prior to the 12-month term, an email will be sent to you notifying you that the end of the minimum term is approaching. After the minimum 12-month term, the membership can only be cancelled by completing a Membership Termination request form, available from the Nathan Fitness Centre or accessible [online](#).
- 3.1.5 Automatic payments will continue beyond the initial 12-month term until you submit a termination request.

3.2 No lock-in direct debit memberships

- 3.2.1 "No lock-in" direct debit memberships are subject to a minimum one (1) month term.
- 3.2.2 A \$39 administration fee must be paid over-the-counter at the time the membership is taken out.
- 3.2.3 The amount payable under the membership will be determined by how long a membership remains active. At minimum, the amount payable will be equal to: (\$39 administration fee) + (initial fortnight upfront) + (fortnightly payment * 1). The fortnightly amount payable is listed on the Membership Agreement.
- 3.2.4 Members wishing to cancel their no lock-in membership must provide a minimum of 30-days notice. After the 30-day notice period has been served, the membership and associated payments will cease.
- 3.2.5 A no lock-in membership can only be cancelled by completing a Membership Termination request form, available from the Nathan Fitness Centre or accessible [online](#).
- 3.3 At the time a direct debit membership is started, an email will be sent which reiterates the following conditions:
 - a) The minimum term to be served under the membership.
 - b) That after the minimum term has ended, the membership will continue until a membership termination request form is received.
- 3.4 You acknowledge and accept that Griffith University will disclose some of your personal information, including bank account or credit card details, to a third party for the processing of your direct debit membership.

- 3.5 In the event a direct debit fails, Griffith University will suspend your access to the facilities until your payments are up to date. Griffith University will contact you by email to advise you of the failed direct debit amount and how to rectify the failed payment.
- 3.6 In the event of a failed payment, Griffith University can elect to suspend your membership and entry to the Facility, until your payments are up to date.
- 3.7 If after two consecutive failures, you still have not resolved your outstanding payments, your membership will be immediately terminated.
- 3.8 Where a direct debit membership has been terminated due to payment failure, any subsequent memberships are only available with full, upfront payment. The outstanding, failed amount must also be paid.

3.9 Salary Sacrifice membership

- 3.9.1 The Salary Sacrifice membership is limited to 12-months. Eligible staff will be required to enter a new agreement at the end of each 12-month membership cycle, to begin a new membership term.
- 3.9.2 The amount payable under the Salary Sacrifice membership will be equal to fortnightly payments * 26.
- 3.9.3 The date of the first fortnightly payment will depend on the membership start date, in addition to payroll deadlines. This may mean the final membership payment extends past the membership expiry date.

4 TERMINATIONS, SUSPENSIONS AND REFUNDS

4.1 Terminations

- 4.1.1 All termination requests must be submitted on a Membership Termination request form, available from the Nathan Fitness Centre or accessible [online](#).
- 4.1.2 Termination requests are subject to a notice period of 14-days.
- 4.1.3 As required by the Fitness Industry Code of Practice (QLD), this Membership is subject to a 48-hour cooling-off period which commences when you sign this Agreement, or in the case of an online membership when you agree to the terms and conditions of the membership and finalise your purchase.
- 4.1.4 You may terminate this Agreement during the cooling-off period by following the instructions outlined in 4.1.1. In such cases, Griffith University will provide a refund to you of the fees paid, LESS the fee for fitness services not paid by you. The fee for fitness services provided to you within the cooling-off period is determined by the following calculation: (number of visits)*(current casual entry rate for your member type). No administration fee will be charged if a membership is terminated during the cooling-off period.
- 4.1.5 You are entitled to terminate this Agreement at any time due to your permanent sickness or physical incapacity. To do so, you must submit a medical certificate stating you cannot use the facilities because of your permanent sickness or physical incapacity, along with a Termination Request form (see 4.1.1). For upfront memberships, Griffith University will provide a refund to you of the fees paid, LESS the fee for fitness services not paid by you AND an administration fee of the lesser of \$75 or 10% of your original membership fee. The fee for fitness services provided to you will be a pro-rated amount based on the membership type purchased and the time served.
- 4.1.6 You are entitled to terminate this Agreement at any time for reasons other than your permanent sickness or physical incapacity:
 - a) Members with an upfront membership can terminate their membership at any time however upfront payments are non-refundable, except in the instance where a termination is required due to permanent sickness or physical incapacity.
 - b) Members with a direct debit membership (Ongoing within the minimum 12-month term, Salary Sacrifice, Residential Colleges or Sports College) may request an early termination after a minimum of 13-fortnightly payments have been made and will be required to pay an additional early exit fee of \$50.
- 4.1.7 Where a membership has been terminated due to payment failure and fees are still outstanding, a member will be required to pay the balance on their cancelled membership prior to taking out any new membership or using any other Griffith Sport facilities or services.
- 4.1.8 A membership termination request cannot be placed when a membership hold is already in place. The membership hold must either be cancelled (with no refund of any hold fee paid), or the membership termination request will be applied from the end date of the membership hold.

4.2 Membership holds

- 4.2.1 Members can place a hold on their membership for a period of no less than two (2) weeks, with a maximum of two (2) months per 12-month period.
- 4.2.2 Membership hold requests must be via a Membership Hold form, available from the Nathan Fitness Centre or accessible [online](#).
- 4.2.3 The first membership hold in a 12-month period will be at no charge. Any subsequent requests for a membership hold will incur a \$15 administration fee, per request.
- 4.2.4 A membership hold cannot be placed when a membership termination has been requested.
- 4.2.5 A membership hold is only available on memberships 6-months or longer, in addition to no lock-in memberships. Any holds outside of these conditions will be at the discretion of Management.
- 4.2.6 Once your membership is on hold you cannot access the Facilities until the nominated hold period is complete. If you re-enter the Facilities during the hold period, the hold will be cancelled and your membership period restarted.
- 4.2.7 For Salary Sacrifice and Direct Debit memberships, your access and membership payments will be placed on hold and your membership expiry date extended by the amount of time requested on the hold application. Your membership will automatically restart after the hold period finishes.

4.3 Refunds

- 4.3.1 Any eligible refund will be paid to you within 21-days of terminating the agreement.
- 4.3.2 Griffith University is cashless and all refunds will be processed via bank transfer.

5 MEMBERSHIP PROMOTIONS

- 5.1 From time-to-time, promotional memberships will be sold. Unless otherwise stated in this section, promotional memberships are subject to the terms and conditions outlined in this agreement.
- 5.2 Due to the discounted nature of promotional memberships, cancellations and refunds are not offered.
- 5.3 Membership promotions will state eligibility conditions. Eligibility conditions may include but will not be limited to:
 - a) a promotion being available to new members only. A new member is one who has never entered the Nathan Fitness Centre.
 - b) a promotion being restricted to a specific group of people, for example, Griffith University students.
- 5.4 If you are found to have purchased a membership but do not meet eligibility conditions, the membership will be immediately terminated and you will either:
 - 5.4.1 Receive a refund, less an administration fee of \$25.
 - 5.4.2 Be given the option to transfer to an eligible membership, paying any balance owing between the promotional membership and the new membership.

6 CONDITIONS OF ENTRY AND USE OF THE FACILITIES

- 6.1 Persons attending the Facilities are required to assess their fitness level, ability to exercise and the risk to health by completing a Pre Exercise Screening Questionnaire prior to activity. You are required to inform the reception staff at the Facility:
 - a) Of any subsequent injuries or illnesses that may affect your ability to participate safely in an activity.
 - b) If you are familiar with and are competent at using the equipment in the Facility. Where you are not able to give this acknowledgement, you agree to attend an induction session with a Facility trainer. There is no cost for an induction session.
- 6.2 If you believe there is a risk to your health by participating in a fitness service at the Facility, you must inform us in writing about the risk.
- 6.3 All users must present a membership barcode or pay the casual fee before entering the Facility. Fitness Centre members must sign-in before each workout.
- 6.4 You should be aware of and obey all posted entry conditions and guidelines at the Facilities and all other verbal instructions from staff. Failure to comply may result in the suspension or termination of your membership.
- 6.5 Persons entering the Facility must respect the rights and needs of fellow members and staff and conduct themselves accordingly. Any concerns you may have in relation to other members or staff is to be put in writing and directed to the Nathan Fitness Centre Manager.
- 6.6 Griffith University is committed to the promotion of safe and effective training practices. While we recognise that everyone exercises in an individual manner, please be considerate of your own personal safety and the safety of other patrons, equipment and the Facilities at all times. Please exercise safely, effectively, efficiently and considerately at all times.

7 EXCLUSION POLICY

- 7.1 By signing this Membership Agreement, you agree to abide by these terms and conditions of use. Breaches of any of these conditions may result in termination of your membership (without refund or your membership fee) and/or your removal from the Facility.
- 7.2 Griffith University reserves the right to refuse entry, or to ask a person to leave the Facility if University staff have formed the reasonable view that the person's presence in the Facility breaches these terms and conditions, poses a risk to the safety of others, poses a risk to the good order of the Facility or is disrupting or potentially might disrupt the operation of the Facility or the enjoyment of the Facility by other patrons.

8 EXCLUSION OF LIABILITY

- 8.1 You acknowledge that participation in exercise can carry some risk to your health and that it is your responsibility to assess your level of fitness, identify medical conditions that you may suffer from and seek appropriate medical advice where necessary, prior to undertaking activities at the Facilities.
- 8.2 You specifically acknowledge that University staff do not supervise the Facilities except to ensure that the facilities are a safe space in which to exercise. In particular, University staff do not supervise your use of the Facilities, and your exercise program is therefore undertaken at your own risk and as a matter of your own responsibility.
- 8.3 Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the University (including its respective officers, employees and agent) excludes all liability for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Event except to the extent that the liability arises from negligence or misfeasance which is attributable to Griffith University.