

# QUT Sport Membership Terms and Conditions

## 1. Definitions

- a. **Cooling Off Period** means a period in which you may terminate your membership and no fees will be payable.
- b. **Dishonour Fee** means a fee charged by the bank when a payment has been dishonoured.
- c. **Direct Debit** means the arrangement that allows a third party to transfer money from the member's bank account on agreed dates and times.
- d. **Centre/s** means the Gardens Point Fitness and Aquatic Centre and the Kelvin Grove Fitness and Aquatic Centre.
- e. **Conditions of Entry** means the rules and conditions in place at the Centre/s as updated by QUT from time to time which are available for viewing at the Centre/s.
- f. **Courses and Programs** refers to the structured activities available for participation at the Centre/s, including, but not limited to, learn-to-swim programs, fitness classes, and skill development sessions such as "Learn to Lift."
- g. **Health and Wellness Screening Tool** means a questionnaire which determines your fitness for exercise. It can be accessed online or can be provided to you in a physical form.
- h. **Member** is a person who has entered into a Membership Agreement that has not expired or been terminated.
- i. **Member Agreement** means the Membership Agreement form, the Terms and Conditions, the Policies, the Conditions of Entry, and the Privacy Policy. The document listed first will prevail to the extent of any inconsistency.
- j. **Membership Fees** means any fees payable as indicated in the Membership Agreement including any joining fee, upfront fee, monthly fee, or fee in advance.
- k. **Multi-Visit Pass** means you have paid upfront to visit the Centres a specific number of times within the Membership Type indicated.
- l. **Student/s** refers to QUT students. Students at other universities will qualify for concession rates upon providing evidence of student status.
- m. **Pass** is the access pass given to members to attend the Centre/s.
- n. **Payment Agreement** means any agreement required to be entered into by the Payment Provider to facilitate the direct debit of the member's bank account.
- o. **Payment Provider** means the third-party provider who will direct debit members on behalf of QUT.
- p. **Policies** means the Centre/s policies which are available for viewing at the Centre/s.
- q. **Privacy Policy** means the policy and privacy statement which is available for viewing at the Centre/s and online at [https://www.mopp.qut.edu.au/F/F\\_06\\_02.jsp](https://www.mopp.qut.edu.au/F/F_06_02.jsp)
- r. **Upfront** means that payment is paid in full at the commencement of membership.
- s. **Written Notice** means email and for written notice to QUT please address the notice to [fitness@qut.edu.au](mailto:fitness@qut.edu.au). For members the notice will be sent to your member email provided by you and as updated from time to time.
- t. **Xplor Portal** means the online software system used by Members to book into classes, manage membership payments, update personal information, and access user profiles.

## 2. Agreement

- a. Your membership is governed by this Member Agreement.
- b. This Agreement incorporates these terms, the Membership Agreement, the Policies, the Conditions of Entry, and the Privacy Policy.
- c. Your acceptance of this Agreement does not automatically entitle you to a membership as your application may be subject to further review by QUT.
- d. QUT may amend the terms of the agreement from time to time with reasonable notice to the member.
- e. You agree to always abide by the terms of the Agreement as a strict condition of membership.

## 3. Your Membership

- a. Your membership entitles you to use both Centre/s as indicated in your Membership Agreement. Your use of the centres is limited by the scope of the Membership Type you have chosen.
- b. You must provide QUT with any changes to your details which are relevant to your membership in writing as soon as practicable after your details change. You release QUT from any loss or damage suffered as a result of you not updating your contact details and agree that failure to update your details will not mitigate your responsibility to maintain payments.
- c. QUT and you agree and accept that these changes are at the discretion of QUT and will not invalidate this Agreement.
- d. Group exercise classes are included in all gym and gym and pool memberships and class

passes unless otherwise stated. Members must book into classes using the online Xplor Portal. Access to classes is subject to availability and a maximum class participant number varies depending on the class type. Access to classes is on a first come first served basis.

- e. All multi visit pass memberships expire 6 months from the date of purchase. Multi-visit passes are nonrefundable and nontransferable. Gym and Pool Multi visit pass memberships do not provide access to group exercise classes.

#### 4. **Payment**

- a. You agree to pay all Membership Fees as set out in this Agreement and agree to be bound by the direct debit terms and conditions as described in the Payment Agreement or the Payment Provider's direct debit agreement if you have chosen a direct debit membership.
- b. All Direct Debit agreements must be paid every 2 weeks in advance.
- c. All memberships where the payment type is Upfront will pay their membership in advance prior to becoming a member.
- d. If using Direct Debit, you must provide to QUT, in the form requested by QUT, a Payment Agreement authorising QUT's Payment Provider to debit the Membership Fee due for each direct debit period from your bank account.
- e. QUT will endeavour to contact you by phone, SMS, or email to inform you of any overdue payments. If QUT cannot contact you, they will provide you with Written Notice of overdue payments.
- f. You may be charged with the following fees by QUT or QUT's Payment Provider:
  - i. A Dishonour Fee if a payment is dishonoured.
  - ii. A forfeit fee if your Pass is damaged or lost and needs replacement.
  - iii. Other fees being bank charges or administrative charges incurred by QUT or their Payment Provider because of the actions of the Member or the member's banking institution.
- g. If you fail to pay your Membership Fee, or any other fees correctly charged to you, QUT may suspend or terminate your membership upon Written Notice.
- h. You acknowledge and agree that QUT may change its Payment Provider and that QUT and/ or the current payment provider may, in their sole discretion, assign or novate all existing Payment Agreements to a new payment provider. If QUT or the current Payment Provider assigns or novates the existing Payment Agreements to a new Payment Provider, you consent to QUT or the current Payment Provider providing your personal information (including, but not limited to your payment details), to its new Payment Provider in accordance with this Membership Agreement and QUT's' Privacy Policy.
- i. QUT may change the membership fees for those on ongoing or direct debit agreements upon thirty (30) days Written Notice.

#### 5. **Minimum Age**

- a. All members must be a minimum of 14 years of age unless supervised by a qualified member of staff.
- b. All minors under the age of 18 must have a guardian or parent co-sign the Membership Form.
- c. No person under the age of 17 is allowed in the Facilities unless accompanied by a parent/guardian or qualified instructor and that person has the consent of the Manager.
- d. By entering into this Agreement, you agree to abide by the Conditions of Entry which set out strict supervision requirements for members under the age of 17 and additional requirements for all minors.

#### 6. **Supervision**

- a. Strict supervision requirements apply for children and minors in the pool area as per the Conditions of Entry. All minors 14 years and under must be actively supervised by an adult. All minors 5 years and under must be within arm's reach of an adult.

#### 7. **Access by Non-Members**

- a. You are not permitted to bring a non-Member into the Centre/s.
- b. If you allow access to the Centres to a Non-Member you indemnify QUT for any loss or damage howsoever caused as a result of the unauthorised access.
- c. QUT may terminate or suspend your Member Agreement if you permit unauthorised access into the Centre/s.
- d. You agree that you are not an employee or contractor of QUT and cannot grant access, give medical or fitness advice to members or hold yourself out as a representative of QUT without express permission from QUT.

#### 8. **Physical Condition**

- a. It is your responsibility not to use any equipment if it may adversely affect any medical condition you have or may develop.
- b. You recognise and acknowledge that physical activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid those risks.

- c. You acknowledge and agree that you:
  - i. are using the Centres at your own risk.
  - ii. are psychologically and physically fit to attend the Centres and use the facilities and equipment.
  - iii. will seek medical advice if you have any medical or health concerns now or at any time during your membership.
  - iv. will not use any equipment, facility, or pool if it will adversely affect an existing medical condition.
  - v. have not received medical advice from QUT or QUT Personnel indicating you cannot use the Centres.
  - vi. will use due care and skill when using the Centre/s based on your genuine ability and skill (including when using the swimming pools).
  - vii. you will seek advice from a member of staff if unfamiliar with a piece of equipment or exercise and will familiarise yourself with the emergency evacuation routes as displayed in the facility.

## 9. Screening Tool

- a. It is a condition of membership with QUT that each Member, prior to using the Centre/s, must complete the Health and Wellness Screening Tool.
- b. You acknowledge and agree that QUT may prevent you from attending the Centre/s and/or restrict, suspend, or terminate your membership where participation would pose a serious risk to your health, safety and/or wellbeing or that of others and supports cannot reasonably be provided to mitigate these risks.
- c. QUT may require a medical certificate at their discretion before allowing you to participate.

## 10. Video and Audio Surveillance

- a. For security purposes, QUT uses video and audio surveillance equipment to monitor the Centre/s. All use will be in accordance with QUT's privacy policy.
- b. By accepting this Membership Agreement, you acknowledge that by accessing any "QUT" branded Centre/s you will be subject to video and audio surveillance and recording in the Centre/s (excluding change rooms and bathrooms).

## 11. Property

- a. You will use all due care to use any equipment I correctly and in a way that does not damage or degrade the equipment or pool.
- b. You understand and agree that QUT is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Centre/s including, but not limited to, a vehicle or its contents or any property left in a locker. You will endeavour not to bring valuable to the Centre/s.
- c. If you cause damage to the Centre/s or any equipment, you are liable to QUT for its cost of repair or replacement.

## 12. Release and Indemnity

- a. You release QUT from any liability for any claim, loss, injury, damage, or death howsoever caused which you may suffer or incur directly or indirectly arising from your attendance or membership at the Centre/s.
- b. This release does not apply if your death or injury results from gross negligence on QUT's part.
- c. You agree that payment is due regardless of whether you attend the Centre/s and QUT is not liable if you cannot use your membership for any reason beyond QUT's reasonable control.

## 13. Cooling Off Period

- a. All new memberships are subject to a Cooling Off Period of 48 hours after execution of your Membership Agreement.
- b. For any membership terminated validly during the Cooling Off Period, QUT will refund to you the total of all Membership Fees.

## 14. Suspension

- a. Suspension requests must be received in writing 3 days prior to commencement of suspension, however QUT note that Payment Provider suspension requirements may also apply. All suspensions are complimentary within the membership maximum suspension periods shown below or as notified by QUT from time to time. All suspended times outside these periods may incur a suspension fee. Extensions will also be permitted for sickness / injury on presentation of a medical certificate. Suspension period is not part of the minimum term of the cancellation period.
- b. All suspensions must be for a minimum period of 5 days.
- c. The membership maximum suspension periods are as follows:
  - i. QUT Students: 120 days per year, from the date of the membership purchase.

- ii. Other members: 60 days per year from the date of the membership purchase.
- d. Additional extension days may be granted at the discretion of QUT. A fee of \$1.56 (GST Inc) will be charged per day for all additional extensions above that outlined in section 14c.

#### 15. Your Right to Terminate Your Membership

- a. You may terminate your membership at any time on the following basis:
  - i. For flexible Direct Debit memberships, you can terminate at any time and your membership will be terminated after the next two direct debit payments have been completed.
  - ii. You can request termination for health reasons that prevent you from attending the Centre/s if you provide a medical certificate evidencing that you cannot attend. This will be effective within three (3) business days of receiving a termination notice and any unused fees will be refunded.
  - iii. If you are a student, you can request termination for reason of financial hardship and QUT will consider the request on a case-by-case basis.
- b. If you have an ongoing membership or have paid Upfront you may not terminate until your Membership Agreement expires unless you are granted an exception for health, financial or other reasons, which is always at QUT's sole discretion.
- c. If QUT approves the termination of an ongoing or upfront membership, you may incur a \$110 fee prior to termination. Termination will not be effective until after the next two direct debit payments have been completed.
- d. To terminate the membership, you must provide written notice outlining the date of termination ("Termination Notice").
- e. Upon termination of your membership by your election, you may continue to use the Centre/s for any period that you have paid in advance. You will cease to have access to the Centre/s once any period you have paid Upfront expires.

#### 16. QUT's Right to Restrict or Terminate Your Membership

- a. QUT may restrict your membership (including by limiting access to other "QUT" branded Centre/s) at any time where they are concerned for your safety or the safety of others or if you breach this agreement or conduct yourself in a manner that requires restriction (at QUT's discretion).
- b. Your entry will be refused and your membership may be terminated by QUT if you use abusive or threatening language or behaviour, are under the influence of drugs or alcohol, or behave in a way that QUT considers to be risky or inappropriate.
- c. QUT may terminate your membership immediately if:
  - i. You fail to pay the Membership Fees
  - ii. You fail to adhere to this Membership Agreement, Centre Policies or Conditions of Entry.
  - iii. QUT has safety or wellbeing concerns for you or other members.
  - iv. You do anything illegal, or are suspected of illegal activity within or involving the Centre/s.
- d. QUT may terminate without a reason if they provide two (2) months Written Notice. Any unused Membership Fees will be refunded.
- e. Upon termination of your membership by QUT, you will cease to have access to the Centre/s, and QUT has the discretion to deny you access to any Centre/s.
- f. Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

#### 17. Personal Training services

- a. Payment: Personal training services are offered as an additional service to all other memberships and are charged separately to memberships. All payments for Personal Training sessions are to be made in advance. Package renewals are due at the last session of the current package.
- b. Trainer allocation: QUT cannot guarantee the availability of personal trainers and may be required to allocate a different trainer to perform your sessions.
- c. Rescheduling appointments: QUT understands that sometimes you may need to reschedule an appointment. If your trainer is unable to reschedule an alternative time, and your request is received less than 24 hours prior to the appointment, you will be charged for the appointment (except under special circumstances or in case of emergency as determined at QUT's discretion).
- d. Cancelling or missing an appointment: If you miss a scheduled appointment or cancel with less than 24 hours' notice, you will be charged for the scheduled training session (except under special circumstances or in case of emergency as determined at QUT's discretion).
- e. Trainer cancellation or missing an appointment: In the event of unexpected absence, your trainer will contact you as soon as possible. If your trainer is absent due to an emergency, you will be contacted by QUT to explain the situation and reschedule the session.
- f. Client holidays and absences: 7 days advance notice must be given for any prolonged training absences.

- g. Trainer holidays and absences: Your trainer will provide you with at least 14 days' notice for any prolonged trainer absences. Your trainer will discuss alternative personal training arrangements with you.
- h. Health concerns: You must inform your trainer of any relevant injury or illness and obtain a medical clearance from your medical specialist prior to beginning (or restarting) training if there are any medical concerns.
- i. Medical freeze option: If you become ill or injured and have been advised by your doctor to temporarily discontinue training, you may freeze any remaining sessions for a period of up to 3 months.
- j. Expiry: All personal training packages expire within 6 months of purchase. Unused personal training sessions cannot be carried forward.
- k. Terms and Conditions: You agreed that the terms and conditions stated here will automatically be carried over to your purchase of any new sessions upon expiry of the current package without the need for a new agreement to be signed and dated.
- l. Liability: You accept that participating in exercise has a risk of causing injury, both minor and potentially major.
- m. You accept this risk and accept full responsibility for your exercise and training.
- n. You will not hold QUT Fitness and Aquatic Center or your trainer liable for any injuries or illness sustained in the normal course of training. You also agree that you have no undisclosed injury or illness that may affect your ability to undertake rigorous exercise and to the best of your knowledge you are ready and able to undertake this exercise program.

#### 18. Courses and programs

- a. All courses and programs are paid for upfront and in advance.
- b. If you are unable to attend your course or sessions in your course due to health reasons, you must provide a medical certificate, evidence that you cannot attend, and QUT will provide a refund for these sessions.
- c. Bookings for courses are for the time specified on the booking agreement and QUT is not obliged to reschedule your booking if you are subsequently unable to attend at the time designated.
- d. Refunds are not provided if you are unable to attend your course for any reason other than as outlined in section 18b.
- e. The cooling off period outlined in section 13a and 13b applies to all course bookings.

#### 19. Assignment

- a. QUT may assign or novate its rights under this Agreement at any time without prior consent.
- b. In the case of novation or assignment you agree that your Personal Information and/or member information may be shared to facilitate the assignment or novation.

#### 20. General

- a. This Membership Agreement is governed by the laws of Queensland.
- b. Unless otherwise stated, any sum or fee stated in these terms and conditions are inclusive of GST .
- c. No variation of this Membership Agreement is effective unless made in writing.
- d. Any term of this Membership Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable.

#### 21. Debitsuccess

- a. The following terms and conditions apply to direct debit memberships as a Payment Agreement.
- b. **Debitsuccess Direct Debit Request (DDR) service agreement**
  - i. This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.
- c. **Initial terms**
  - i. I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 496485 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business).
  - ii. I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.
- d. **Relationship**
  - i. I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.



**e. Cleared funds**

- i. I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

**f. Variations to debit terms**

- i. I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount.
- ii. I/We acknowledge that variations to the debit arrangement will be directed to the Business.
- iii. I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.
- iv. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

**g. Cancelling these debit terms**

- i. I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

**h. Dishonoured payments**

- i. I/We acknowledge that:
  1. If a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and
  2. Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

**i. Accuracy of information**

- i. I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong, and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

**j. Disputes**

- i. I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

**k. Other authorisations**

- i. I/We authorise:
  1. The Debit User to verify details of my/our account with my/our Financial Institution; and
  2. The Financial Institution to release information allowing the Debit User to verify my/our account details.

**l. Information security**

- i. Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction, or disclosure of that information.
- ii. Debitsuccess will only disclose information that we have about you:
  1. to the extent specifically required by law; or
  2. for the purposes of this Agreement (including disclosing information in connection with any query or claim).

- m. Should you have any queries in relation to these terms and conditions contact Debitsuccess Pty Ltd., PO Box 577, Mt Waverley, Vic, 3149, Phone: 1800 148 848, E-mail: customerservice@debitsuccess.com.