

## **UNSW FITNESS & AQUATIC CENTRE TERMS AND CONDITIONS**

### **As of 8 August, 2023**

#### **GENERAL TERMS AND CONDITIONS**

Terms & Conditions of participation in the UNSW Swim School Program delivered by Clublinks Management PTY LTD (Clublinks) on behalf of the University of New South Wales (UNSW) at the UNSW Fitness & Aquatic Centre.

Clublinks on behalf of UNSW reserves the right to amend these Terms & Conditions from time to time as and when required. Clublinks on behalf of UNSW reserves the absolute discretion to terminate participation in any of the UNSW swim school programs at any time for any reason.

#### **PARTIES TO CONTRACT**

The "Branch" means the organisation providing the service for which the Customer is paying being Clublinks Management Pty Ltd Trading As UNSW Fitness & Aquatic Centre. The "Customer" means you: the person or party signing this Contract.

#### **ACCESS TO FACILITY & PROGRAMS**

- Opening hours and access to facilities may vary in line with public holidays and at times may vary due to operational circumstances.
- We endeavour to communicate promptly and swiftly should regular trading hours or programs change via SMS and or email.
- Please ensure your contact details are up to date via your Online Client Portal.
- Usual Operating Hours are 6am until 10pm Monday to Friday and 7am until 7pm on Saturday and Sunday. Public Holiday trading hours are usually 7am to 7pm but may vary depending on the holiday.
- Members on Thrive Memberships can access the Gym, Pool, Steam Room, and Group Fitness facilities.
- Members on Dive Memberships can access the Pool and Steam Room and not Group Fitness classes.
- Access to services on a 10 Visit Pass is subjective to the pass purchased.
- Access to Stadium and Sport facilities is not permitted with membership. Patrons are permitted to pay an additional fee to access these areas.

#### **COOLING OFF PERIOD**

- There is a 7-day cooling off period for all membership types.
- Cancelling within a 7-day cooling off period must be requested in person by visiting UNSW Fitness & Aquatic Centre and submitted via the online Cancellation Form available from a reception staff member.
- If a membership is cancelled during the cooling off period, all monies collected will be refunded.

#### **SUSPENSION OF MEMBERSHIP**

- All Direct Debit memberships and 12 Month Upfront membership holders are eligible to suspend their membership for 8 weeks complimentary and an additional 4 weeks at \$2.50 per week per calendar year.
- Visit Passes and 3-month upfront membership holders are not permitted to suspend their membership.
- Minimum duration per suspension request cannot be no less than 7 days.
- Suspensions cannot under any circumstance be back dated and must be submitted at least 24 hours before the intended suspension start date.
- Suspension requests must be submitted via the members Online Client Portal. In person, over the phone or emails requesting a suspension are not permitted.
- Membership suspensions due to medical reasons should be accompanied by a medical certificated clearly stating the length of the suspension period as advised by the allied health professional which will allow the suspension period to extend beyond the 12-week maximum at no charge.

- Medical Suspension requests must be requested in person by visiting UNSW Fitness & Aquatic Centre reception.
- Cancelling during a suspension period is not permitted.
- Learn to Swim Enrolment Suspension Terms and Conditions differ to the General Terms and Conditions– See Learn to Swim Suspension Terms and Conditions for details.

#### **DIRECT DEBIT MEMBERSHIPS**

- All direct debit memberships and enrolments are ongoing, and payments continue past the agreed commitment period until a request to cancel is submitted with 28 days' notice.
- Payments are scheduled for debit on a fortnightly cycle covering 2 weeks in advance.
- At the time of joining, Pro Rata is payable covering from the day of starting up until the day before the first direct debit cycle.
- Transaction fees for direct debit memberships apply at a rate of 50c for bank accounts or 1.65% for credit card, per transaction.
- A rejection fee of \$10 applies for any missed direct debit payment.

#### **CANCELLATIONS**

- Should a member wish to cancel their membership within an agreed contract term period, the member will be required to pay a \$200 early exit fee.
- Members on upfront paid in advance memberships are not permitted to cancel.
- Upfront memberships are non-refundable or transferrable.
- Cancellation requested must be submitted in person by visiting UNSW Fitness & Aquatic Centre via the Digital Cancellation form available from a reception staff member.
- If early termination request is due to a medical condition and a medical certificate stating inability to exercise, the early exit fee may be waived.
- If you have moved 10KM + from UNSW FAC, providing documentation (utility bill, rental agreement or driver's license) that states the new address may also result in the early exit fee being waived.
- All fees are payable during the 28-day notice period and cancellations cannot be submitted during suspension periods.

#### **TRANSFER OF MEMBERSHIP**

- Transfer of membership to a new member is permitted for members within a direct debit contract period.
- Both parties must be present in person at the time of transferring, and this must be done at UNSW Fitness & Aquatic Reception with a team member.
- A transfer fee of \$60 applies and should be paid before transfer can be processed.
- Visit Pass and paid upfront memberships cannot be transferred.
- The person taking over the membership will take over the membership in full including the remainder of the contract term.

#### **SQUAD MEMBERSHIPS & PROGRAM BREAKS**

- Squad Memberships terms for cancelling and suspending are as per the General Terms and Conditions.
- Squad Program sessions break during Public Holiday periods and for a longer duration over the December and January Holidays – Dates are subject to management discretion and vary each year.
- Squad members can use the Pool facilities for general use outside squad session times part of their membership.
- Detail with exact dates regarding session breaks will be sent via e-Mail at least 1 week prior to breaks.
- Squad Members will continue to be charged during break periods which permits access to use the pool during this time.

- Squad Coaches may vary depending on availability.
- Squad members can choose to suspend their membership during break periods at their discretion in line with the General Suspension Terms and Conditions.

### **FITNESS PASSPORT**

- UNSW accepts Fitness Passport members.
- Fitness Passport members must complete a Pre-Exercise Questionnaire and registration form on their first visit.
- Fitness Passport members must sign in at Gym Reception with their Fitness Passport membership Card. Access will not be permitted for Fitness Passport members who do not have their Fitness Passport membership card.

### **CONDITIONS OF ENTRY**

#### **Facility Conditions of Entry**

- UNSW Fitness and Aquatic Centre has a ZERO tolerance policy towards the physical or verbal abuse of patrons or staff. Offenders will be removed from the Centre.
- Cameras and mobile phones are not permitted in changing rooms.
- No pets or animals are permitted within the Centre with the exception of Assistance animals.
- UNSW Fitness and Aquatic Centre accepts no responsibility for lost or stolen belongings. Patrons have free access to secure lockers and are encouraged to place any personal items in them for the duration of their visit.
- No external commercial food products are to be brought into the facility.
- UNSW Fitness and Aquatic Centre is a non-smoking venue (vapes included)
- Drugs, alcohol and people under the influence are strictly prohibited.
- Patrons are not permitted to bring glass objects, or alcohol into the Centre. We reserve the right to search patrons' bag if any of these items are suspected to be in a patron possession.
- Anyone attempting to gain entry without paying or without authorization will be prosecuted.
- Patrons must not record or broadcast anything from within the centre unless written permission has been provided by centre management.

#### **Aquatic Conditions of Entry**

- All patrons must adhere to the "Keep Watch at Public Pools Policy".
- Children ages 5 and under must be within arm's reach of an adult at all times.
- Children ages 6-10 require constant active supervision.
- Children ages 11-14 require regular supervision from an adult.
- Spectators are not permitted enter any body of water until a casual visit is purchased. Anyone found to be using the facility without purchasing the proper entry will be asked to leave until they have purchased the correct facility access pass.
- Unacceptable swimwear: Inappropriate swimwear includes and is not limited to: Denim Street Footwear Underwear Street clothes Sport/ gym clothes
- Only recognized swimwear can be worn in the pool and steam room. Only recognized waterproof nappies are to be worn in the water for infants.
- Please always observe pool rules, including shower before entering pool or steam room
- UNSW Fitness and Aquatic Centre staff only are permitted to conduct learn to swim, private swimming lessons and squad coaching. Please always observe pool rules, including shower before entering pool or steam room

#### **Fitness Centre Conditions of Entry**

- All patrons using fitness facilities must use a towel when working out. UNSW Fitness and Aquatic Centre reserves the right to refuse entry to anyone who does not have a towel.
- Anyone attempting to gain entry without paying or without authorization will be prosecuted.
- Children under the age of 15 cannot use the gym. Children aged 15 are permitted to use the gym under direct supervision from a parent/ Guardian. Children aged 16-17 Must have their

membership signed by a parent/ guardian. Failure to comply will result in termination of membership.

- UNSW Fitness and Aquatic Centre staff only are permitted to conduct tours of the facility.
- Only enclosed footwear and appropriate activewear is to be worn in the fitness facilities.
- Unacceptable footwear: Inappropriate footwear includes but is not limited to:
  - Flipflops
  - Slides
  - Ugg boots
  - Birkenstocks
  - Crocs

### **Stadium Conditions of Entry**

- Appropriate Casual ticket purchases must be made at reception. Memberships do not include casual shooting for facility hire.
- Children under the age of 15 must be accompanied by a parent/ guardian.
- Patrons will be liable for any wilful damage done to fixtures, fittings and equipment.
- Appropriate attire is to be worn when using the facility.
- Unacceptable attire: Inappropriate attire include and is not limited to;
  - No shirt
  - No shoes
  - Open toes shoes
  - Jeans
  - Dress shoes

### **ENTITLEMENT**

Provision of services provided by the Branch may change and for the purposes of this Contract is based on “entitlement” to use and not on actual use. By signing this agreement, you are agreeing to be bound by the rules and conditions of the Branch. The Management at the UNSW Fitness & Aquatic Centre reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the Branch at any time.

### **PROVISION OF SERVICE**

Change of location or ownership or the name of the Branch does not absolve you of your responsibilities under the terms and conditions of this Contract.

### **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between you, the Customer, UNSW Fitness & Aquatic Centre relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

### **LIABILITY**

To the extent permitted by law, UNSW Fitness & Aquatic Centre shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. UNSW Fitness & Aquatic Centre is not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the Branch at your own risk.

### **PRIVACY DISCLAIMER**

UNSW Fitness & Aquatic Centre from time to time will send you news and information regarding the centre. You can unsubscribe at any time using the link at the bottom of our emails or by contacting UNSW Fitness & Aquatic Centre. UNSW Fitness & Aquatic Centre will only keep on file personal information that is needed to provide the requested updates or service to you. You may request to see your personal information held on file by us. UNSW Fitness & Aquatic Centre will not sell or give your personal information to any third parties without your express consent, unless we have to do so to provide the requested service or as required by law. The data provided may be provided to UNSW or any other person from time to time who is engaged to manage and operate the centre. If you do not wish to receive these updates, you may unsubscribe at any time. UNSW Fitness & Aquatic Centre will collect event data

using the UNSW Student Card Reader system. By swiping your card, you give consent for your contact details to be passed onto UNSW Fitness & Aquatic Centre by UNSW Card. This data will not be used for any marketing or communication purposes not directly related to this event, and will be used in accordance with the [NSW Privacy and Personal Information Protection Act 1998](#).