

AUSTRALIAN CATHOLIC UNIVERSITY LIMITED {"ACU"}
ACU ACTIVE, MEMBERSHIP AGREEMENT

Terms and Conditions

1. Member Responsibilities & General Conditions

1.1	The member named on page 7 (You), must complete an ACU ACTIVE written or online membership application form including personal/contact information, emergency contact details, proof of identity and student status (where applicable) at the time of application.
1.2	If You are a new member, You must complete a Pre-Exercise Questionnaire.
1.3	You must provide ACU with Your medical history as reasonably requested by ACU, and details of the impact any medical condition has on Your health and promptly keep ACU informed of any changes in Your health or medical condition relevant to Your membership. You agree to monitor Your health at all times and to exercise to a level of intensity that is appropriate, having regard to Your knowledge of Your health and any advice You have received from a medical practitioner.
1.4	You may be asked to obtain medical confirmation that regular exercise will not cause You any physical harm or detriment to Your health prior to being able to commence a membership.
1.5	Membership cards must be produced when requested by an ACU staff member. No card, no entry.
1.6	Unauthorised entry by You, or others assisted by You, will not be tolerated. Should ACU become aware of such an unauthorised entry, ACU may elect to immediately terminate Your membership by providing notice to You. Unauthorised entry includes but is not limited to: sharing passes, allowing a non-member unpaid entry, entry by emergency exits, use of invalid/expired membership cards and memberships that are not up to date with fees.
1.7	You must use a towel on all gym equipment at all times. If You attend the facility without a towel, You will be required to purchase one from reception. No towel, no training.
1.8	Closed-in sports shoes must be worn at all times for all activities.
1.9	Appropriate attire is to be worn at all times - shirts must stay on. Staff may determine appropriate attire.
1.10	Offensive language or abuse of staff or other facility members will not be tolerated and if You engage in such behaviour, You will be asked to leave. If You engage in any such serious or repeated acts of offensive behaviour, ACU may also elect to terminate Your membership by notice to You.
1.11	You must follow the instructions of ACU staff at all times.
1.12	Abuse of, or damage to, any equipment will not be tolerated and if you are caught engaging in such behaviour, You will be asked to leave the facility and ACU may elect to immediately terminate Your membership by providing notice to You. If ACU determines in its discretion that You have deliberately broken or damaged equipment, You must reimburse ACU for costs for repair or replacement immediately upon receiving a demand from ACU.
1.13	All weights and equipment must be replaced to storage racks/areas upon completion of use.
1.14	If You are caught stealing, Your membership will be terminated, You will not be allowed back on the premises, and the matter will be referred to the appropriate authorities.
1.15	Our price list, which is available at reception and on the ACU website , forms part of these terms and conditions. Prices are subject to change without notice.

2. Membership Fees and Payments

2.1	Fortnightly Membership to ACU ACTIVE commences upon the date this Membership Agreement is agreed to (as nominated by You on the Direct Debit Request Authorisation Form).
2.2	Following the initial debit, fortnightly debit dates for membership fees are visible on the direct debit calendar on the ACU website or at reception (dates may vary if the scheduled debit falls on a weekend or public holiday, in which case, the debit date will be the following business day).
2.3	You agree to pay all membership fees applicable to the membership type You have selected in Your ACU ACTIVE membership application form.

2.4	You agree to pay the membership fees to ACU by Direct Debit, from a nominated bank account or credit card via 'Debit Success', a company that provides ACU with Direct Debit services or a replacement Direct Debit services provider. (Note: Unless otherwise notified to You by ACU in writing, the minimum term is three (3) months (60 working days) from when the membership is agreed upon).
2.5	You agree to the third-party Direct Debit Payment Provider's Terms and Conditions when entering details for direct debit in the ACU ACTIVE Membership Agreement.
2.6	Payments will be suspended during the campus closure period over Christmas/New Year; dates will vary year to year.
2.7	You are responsible for: - ensuring Your credit card/bank account has sufficient funds to allow for the payment of Your membership fee on each debit date; - advising ACU in advance if transferring or closing credit cards or bank accounts; - advising ACU in advance of any changes to supplied credit card details; - notifying Your bank of a new debit.
2.8	You will incur a Dishonor Fee charged by the third-party Direct Debit Payment Provider (\$9.90 at the date of this Membership Agreement) should payments fail on the scheduled fortnightly direct debit date.
2.9	You agree that in the event of a failed debit, a re-debit will be issued within 7 days of the post-failed debit.
2.10	You agree as a Student Member (if applicable) that You will not be able to graduate from ACU should You be in arrears with any fees associated with ACU ACTIVE and its facilities and fitness classes. It will be considered You owe ACU funds and Your graduation will be held until this debt is paid in full.
2.11	You agree that Your membership will be suspended should Your membership fees be in arrears by two months until such time that all outstanding payments are up to date.
2.12	You agree that ACU may increase membership fees at any time after the completion of the minimum term of Your membership, by providing you with notice of such increases.

3. Debts

3.1	If You are a Student Member, You acknowledge that if You incur a debt in relation to any fees associated with ACU ACTIVE, a hold may be placed on Your academic records until the debt is repaid, as per clause 6.2.1 of the Academic Regulations. Your membership may also be terminated by ACU providing You with notice.
3.2	If You are a Staff or Community Member, You acknowledge that if You incur a debt in relation to any fees associated with ACU ACTIVE and the debt is not repaid in a timely manner, Your membership may be terminated by ACU providing notice to You, and ACU reserves the right to take any steps it considers appropriate (including commencing legal proceedings) to recover the debt.

4. Cancellation Policy and Cooling Off Period

4.1	You may cancel the Membership Agreement within seven (7) business days of signing the Membership Agreement and will incur no additional charges after the initial payment. After this cooling off period, there will be no refund of the membership fee.
4.2	You are required to pay fortnightly fees whether You use the facilities or not.
4.3	The cooling off period does not apply to membership renewals.
4.4	By signing this Membership Agreement, You understand that there is a minimum term specified under clause 2.4, and should You wish to cancel Your membership before this date You will be required to pay out the remaining minimum term in full, including any pro rata periods.
4.5	Should You wish to cancel the membership, You must request to cancel by completing the Cancellation Form .
4.6	You must disclose at least seven (7) days prior to Your scheduled billing date that You intend to cancel Your membership; otherwise You will be required to pay for the next fortnight of membership.
4.7	You cannot transfer Your membership and there are no refunds of paid membership fees.
4.8	You cannot cancel Your membership until all payments are up to date.

5. Suspension and Termination of Membership

5.1	You may suspend Your membership for a maximum of three (3) months during the course of the membership annually.
5.2	All membership suspensions must be completed at least seven (7) days prior to the next debit date. Memberships suspended inside this notice period will not be processed until after the next debit.
5.3	You may request to suspend Your membership by lodging the Membership Suspension Form . Email will not be accepted.
5.4	Upon presentation of certification from a registered medical practitioner or psychologist, memberships can be suspended for a specified period due to injury or a medical condition.
5.5	You will not be billed for the period You have nominated to suspend Your membership.
5.6	ACU may suspend Your membership if You fail to inform ACU of changes to Your personal contact details inclusive of failed payments, after attempts by ACU to contact You according to information held on its member database have been unsuccessful, and ACU will not re-activate Your membership until Your contact details or payments are updated.
5.7	ACU may suspend Your membership and refuse entry to any facility if You breach this agreement.
5.8	Without limiting any other term of this agreement relating to termination, if You breach a term of this Agreement, ACU may terminate Your membership immediately: (a) if you breach a term of this agreement which is not capable of remedy; or (b) if you breach a term of this agreement which is capable of being remedied, but you fail to remedy the breach within 14 days of a request in writing from ACU.
5.9	Refunds are not available for suspensions or in the case of termination of Your membership. Suspensions will not be back dated.

6. Membership Card

6.1	Valid Australian Catholic University Student/Staff identification cards will serve as a Membership Card to ACU ACTIVE. It is a condition of entry to ACU ACTIVE that You produce Your identification prior to each visit.
6.2	Community members must show some form of photo identification when signing into and accessing the gym and classes.
6.3	Memberships are not transferable i.e. they cannot be used by anyone other than the member whose name appears on the card.
6.4	Abuse of membership privileges will result in immediate termination of membership.

7. Hours of Operation and Access

7.1	<table><tr><td>Brisbane Opening hours vary depending on semester. Information on Opening Hours is available here. ACU ACTIVE is closed on Public Holidays.</td><td>Melbourne Opening Hours: Weekdays: 6am-10pm Weekends: 8am-5pm Staffed Hours: Monday-Thursday: 8am-6pm Friday: 8am-2pm ACU ACTIVE is closed on Public Holidays.</td><td>Sydney Opening Hours: Weekdays: 6am-10pm Weekends: 8am-6pm Staffed Hours: Monday-Thursday: 8am-6pm Friday: 8am-2pm ACU ACTIVE is closed on Public Holidays.</td></tr></table>	Brisbane Opening hours vary depending on semester. Information on Opening Hours is available here . ACU ACTIVE is closed on Public Holidays.	Melbourne Opening Hours: Weekdays: 6am-10pm Weekends: 8am-5pm Staffed Hours: Monday-Thursday: 8am-6pm Friday: 8am-2pm ACU ACTIVE is closed on Public Holidays.	Sydney Opening Hours: Weekdays: 6am-10pm Weekends: 8am-6pm Staffed Hours: Monday-Thursday: 8am-6pm Friday: 8am-2pm ACU ACTIVE is closed on Public Holidays.
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7.2	Management reserves the right to vary the opening and closing hours without notice to You.			
7.3	ACU will be unstaffed or closed ACU ACTIVE facilities annually for: • The duration of the Australian Catholic University Christmas/New Year period • Good Friday • State recognised public holidays			
7.4	You understand that ACU will not reduce, or provide partial refunds of, membership fees or provide automatic suspensions if an ACU ACTIVE facility is closed on a University holiday or a public holiday, or for the duration of the annual ACU Christmas/New Year closedown period.			

7.5	Prior to using ACU Active (the Facility) outside of staffed hours, you must first complete an induction process and by signing on page 7, you acknowledge that you have read, understood, and agreed to the following terms and conditions. ACU Active also recommends you complete your Kick Starter program to ensure you can use the Facility in a safe manner when there are no staff members around.
7.6	I understand that outside of specified staffed hours, the Facility will be unstaffed, and no staff will be onsite to offer any exercise direction, assistance or first aid treatment. I acknowledge that during unstaffed times there will be no monitoring of the safety or the operation of the equipment in the Facility, should an item fail, be damaged or some other risk eventuate.
7.7	Member orientation: • I have been shown how to access the Facility during unstaffed hours. • I have been shown the location of the automatic defibrillator, first aid kit, fire extinguishers, fire and emergency exit and assembly area. • I have been shown the location of personal duress lanyards and alarms. I understand that it is strongly recommended I always wear duress lanyard while in the Facility alone. • I accept failure to return a duress lanyard to the designated area or vandalism of the duress lanyard will result in a \$100 replacement fee being charged. • I understand the duress lanyard/ alarm shall only be activated in the event of an emergency. False activation may incur the associated callout fee by security and emergency services. • I have been advised and accept that when training along or using heavy weights that I use the safety features on the equipment and should ensure a spotter is available.
7.8	Use of facility and equipment: • I am aware I must comply with the ACU Active Conditions of Entry and that my unstaffed access may be ceased if do not adhere to these terms. • I accept that I will be liable for replacement or repair charges for any damages I cause to equipment, fittings or other ACU Active property whilst I am in the Facility. • I accept I am not permitted to allow entry to the Facility to any person (member or non- member) during unstaffed hours under any circumstance and if I do so will be charged a \$250 non-compliance fee and risk termination of my membership. • I understand that I must only access the gym and change room in the Facility during unstaffed times. Any attempted or actual access of other areas including but not limited to: reception area or office space will result in a \$250 non-compliance fee and risk termination of membership. • I may bring a guest to the Facility only during staffed hours for which a casual entry fee will be paid. I understand casual visits are not permitted during unstaffed hours. • ACU Active reserves the right to refuse entry to any member and has the right to terminate entitlement of use without warning if any member fails to comply with ACU Active rules of conduct, gym etiquette or displays inappropriate behaviour. • I understand ACU Active will refuse entry to the Facility during unstaffed hours if my membership fees are outstanding, or if my membership mandatory details affecting my payment agreement require updating. • ACU Active will introduce additional safety measures as decided by it to manage the risk of COVID-19 and any other public health incident. ACU Active will notify me of these measures. I understand that I must comply with these measures, however, if I choose not to, ACU Active reserves its right to refuse me entry into the Facility.
7.9	Security surveillance: • I understand the Facility is under 24/7 video surveillance. I acknowledge and accept I will be subject to video recording within the Facility (with the exception of change rooms). • This video surveillance system is used for security purposes but does not guarantee against harm.

8. Our Service and Privacy Policy

8.1	All feedback should be directed to ACU ACTIVE at the email addresses below. ACU ACTIVE will attempt to respond to all feedback within 2 business days.		
	Brisbane: acuactive.bris@acu.edu.au	Melbourne: acuactive.melb@acu.edu.au	Sydney: acuactive.nthsyd@acu.edu.au
8.2	Privacy Statement ACU manages your personal information in accordance with our Privacy Policy (www.acu.edu.au/privacy) and in line with our privacy obligations under the Commonwealth Privacy Act 1988, the Australian Privacy Principles (APPs) and, where applicable, state health privacy or international regulations. Your personal information, including Health information, is collected for the purpose of assessing your application, administering and managing Your ACU ACTIVE membership, for and providing you with outside staff hours access to ACU Active, North Sydney; and recording your image and monitoring your conduct via video surveillance. Providing ACU with personal information is not required by law. You can choose not to provide your information. However, we may be unable to process your request. Your information will not be shared with Third Parties without your consent, or unless authorised by law. Please contact privacy@acu.edu.au to withdraw consent, access or correct your personal information; if GDPR applies to you, and you wish to erase, request portability or restrict/object to processing; or if you have a privacy enquiry or complaint. The ACU ACTIVE member database has integration enabled with ACU's student and/or staff records database. If, at the time of online registration, You consent to ACU using the personal information held by ACU to populate the fields contained on Your membership form, then you are agreeing to ACU using Your Personal Information from those record databases for the purpose of administering and managing Your membership. This includes any updates You make to Your personal information on those record databases from time to time. We are committed to protecting the confidentiality of Your information. We may disclose Your personal information in the following circumstances: • to Debit Success or replacement Direct Debit service provider, where You have elected to pay by Direct Debit • to the parties nominated by You in the case of an emergency • to emergency services and medical or health service providers (for example the police, a general practitioner or other medical professional, ambulance or fire brigade); and • if ACU becomes aware of information suggesting You are a risk to Yourself or others Your personal information, including Health information will not be disclosed to anyone else, unless you have consented, or it is required or authorised by law. Your information will be stored securely to protect it against loss, unauthorised access, misuse or alteration, as required under law.		
8.3	ACU will take reasonable steps to destroy or de-identify the personal information it holds once it is no longer needed for the purpose collected. Financial records will be kept for a minimum of five (5) years. Once You terminate Your membership, all other personal information associated with Your membership will only be retained for 24-months on the ACU ACTIVE member database.		

9. ACU ACTIVE SERVICES AND INHERENT RISKS

IMPORTANT - PLEASE ENSURE THAT YOU READ THE FOLLOWING CLAUSES CAREFULLY:	
9.1	You acknowledge your use of ACU ACTIVE facilities is entirely voluntary and that while every reasonable attempt is made by ACU to ensure that the fitness services and facilities provided by ACU are safe, there are inherent risks in participating in physical activity and that accidents can happen which may result in personal injury or death to you. Such risks may arise out of physical exertion, use or misuse of equipment, bodily contact with other training participants and other risks and factors. You acknowledge that you wish to participate having taken in account this risk warning and accept it.
9.2	You acknowledge and agree that Your use of the ACU ACTIVE facilities and Your participation in any related activities, are undertaken entirely at Your own risk. You unconditionally and irrevocably release ACU from any and all actions, claims and liabilities which may be suffered or incurred by ACU arising out of Your death or personal injury. The release in this clause 9.2 will be reduced to the extent that such death or injury is caused by ACU's Gross Negligence (as that term is defined in clause 9.3).

9.3	<u>APPLICABLE FOR ALL VICTORIAN MEMBERS:</u> 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: (a) are rendered with due care and skill; (b) are reasonably fit for any purpose which You, either expressly or by implication, make known to the supplier; and (c) might reasonably be expected to achieve any result You have made known to the supplier. Under section 22 of the <i>Australian Consumer Law and Fair Trading Act 2012</i>, 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 <i>Australian Consumer Law and Fair Trading Act 2012</i> 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 <i>Australian Consumer Law and Fair Trading Regulations 2012</i> and section 22(3)(b) of the <i>Australian Consumer Law and Fair Trading Act 2012</i>.
9.4	You acknowledge that You have provided accurate and updated emergency contact details to ACU.
9.4	You consent to receiving any medical treatment that ACU reasonably considers necessary during participation in physical activity. You agree to reimburse ACU for all costs or expenses incurred in providing medical treatment (including ambulance or other medical transportation) promptly upon demand by ACU.
9.6	You are responsible for the security of all of Your personal property, and ACU does not accept any liability for loss of, damage to or theft of Your personal property.

MY CONSENT:

By signing below, I hereby warrant that all information that I have provided on this form is true and correct and there are no other matters I presently wish to disclose about my state of health. I acknowledge if that my state of health changes and that change will impact my entry or participation in ACU Active, I will promptly notify ACU Active in writing.

[Applicable only to ACU Staff or Student] By signing below, I give consent for my ACU Active Membership to be linked to ACU's employee / enrollment database so my employment / student status can be verified, and my contact information can be linked. This integration does not extend to any health information, which shall remain separate. Further information can be found in clause 8.2 of the Terms and Conditions.

By signing this Membership Agreement, You consent to an assessment by ACU for and/or providing me with outside hours access to ACU Active, North Sydney, as well as recording me and monitoring my conduct via video surveillance. You agree with ACU to be bound by all of terms and conditions of this Membership Agreement and acknowledge that You have read and understood the warnings in clause 9 above.

For Members 18 Years of age or over:

By signing below, I confirm that I am 18 years of age or over and that I accept these terms and conditions.

For Members Below 18 Years of age:

This form must be signed by a parent or guardian of the member. By signing this form, You agree as the parent or guardian of the member, to be bound by these terms and conditions on behalf of your child or charge.

Signature	
Member Name:	Date:
Name of Parent / Guardian (if applicable):	
Signature of Member:	
Signature of Parent / Guardian (if applicable):	
Witness Name:	Date:
Witness Signature:	