

MEMBERSHIP TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and ensure you understand your rights and obligations before you sign the *Membership Application Form (Membership Form)* to join Curtin Stadium (*Stadium*). By signing the *Membership Form*, you acknowledge and agree that these Terms and Conditions form part of your legally binding agreement with Curtin University and you must comply with these *Terms and Conditions* and the *Curtin Stadium Rules* in your use of the Stadium facilities and fitness services. Templates of the forms referred to in these *Terms and Conditions* are available on the Stadium website at www.stadium.curtin.edu.au (*Website*) or from Stadium reception.

1. Cooling off Period

During the Cooling Off Period, you have the right to terminate your membership within 72 hours and receive a refund within 14 days.

Curtin provides you with a Cooling Off period during which you can cancel your membership within 72 hours of signing the *Membership Form*. The start time and end time of the Cooling Off period is specified on your *Membership Form*. If you want to cancel your membership, you must do so in writing and hand it into the Stadium or send it by email to stadium@curtin.edu.au within the 72 hour period specified on your *Membership Form*. If you cancel your membership during the Cooling Off period, Curtin will refund the membership and joining fees to you within 14 days of the cancellation.

2. Membership Entitlement

2.1 The fitness services you can access depends on your type of membership as set out in the table below. Operating hours for all membership types are available on the website.

Membership Type	Services provided
Gym Only	Unlimited use of Fitness Centre during operating hours.
All Access	Unlimited use of the Fitness Centre during operating hours and unlimited use of group fitness classes on the group fitness timetable subject to availability and class sizes.
Studio	Unlimited use of the ladies-only fitness studio during ladies' fitness operating hours.
Studio Gold	Unlimited use of the ladies-only fitness studio during ladies' fitness operating hours and unlimited use of group fitness classes on the group fitness timetable subject to availability and class sizes.
Curtin Housing Fitness Membership	Available for residents at Curtin Bentley on-campus residence only. Off peak use of the Fitness Centre Mon to Fri: 6am - 3pm and Sat and Sun: 8am – 12 noon (unless closed for Public Holiday or other Curtin University conditions). Curtin can change off peak hours in its absolute discretion. Membership is activated on presentation of a Membership Verification form and a valid Curtin Student ID card. Member must complete a basic Fitness Centre induction with a Stadium staff member, unless member has held a previous Stadium membership.

- 2.2 Membership does not entitle you to parking (subject to Curtin policies), court hire, personal training or other goods and services offered at the Stadium.
- 2.3 You cannot transfer your membership to any other person and you must not share your access card with any other person.
- 2.4 Gym Only and All Access memberships do not incur a joining fee other than Studio and Curtin Housing Fitness memberships and Cooling Off Period cancellations.
- 2.5 Curtin may increase the fees detailed in your *Membership Form* by giving you at least 60 days' notice in writing.

3. Admission Conditions

3.1 You must complete the Pre-exercise Questionnaire provided with your *Membership Form* and if any risks are identified in your *Membership Form*, Curtin may require:

- (a) you to be assessed by a Curtin Stadium staff member; and/or
 - (b) you to provide a medical clearance,
- before you use the Stadium facilities or fitness services.

3.2 You:

- (a) warrant to Curtin that you do not have and are not aware of having any physical, medical, mental or health disability, which could be aggravated, worsened or impaired by physical exercise. You will advise Curtin in writing of changes to your medical condition that may increase the risk of adverse events when exercising;

- (b) acknowledge and understand that participating your membership involves varying degrees of physical exertion and/or physical risk and you accept the inherent risks involved in the use of Stadium equipment and fitness services, including personal injury or death; and
 - (c) agree to abide by the *Curtin Stadium Rules* and the reasonable directions of Stadium staff.
- 3.3 Full paying members are entitled to a complimentary fitness appraisal with a Stadium staff member which includes an induction to the use of the Stadium facilities. Though not compulsory, Curtin encourages you to use this service if it is available to you.
- 3.4 If you are injured or become ill while at the Stadium, you consent to Stadium staff arranging any medical or hospital treatment deemed necessary and agree to indemnify Curtin for all associated costs and expenses.
- 3.5 Members under 16 years old must be accompanied at all times by a parent or legal guardian (who must hold their own Stadium membership) when at the Stadium.

4. Upfront (Pre-Paid) Membership

If you elect Upfront (Pre-Paid) Membership, you must choose a membership term of either 6 or 12 months and pay the applicable upfront fees.

If you want to continue using the Stadium facilities and fitness services after the expiry of the period you have paid for, you must reapply for membership. Curtin will not require another joining fee, provided that you reapply for membership within 3 months of your previous Upfront (Pre-Paid) Membership expiring.

5. Ongoing (Direct Debit) Membership

If you elect Ongoing (Direct Debit) Membership, you must nominate a bank account or credit card which Curtin will debit fortnightly in the amount set out in your *Membership Form* until membership is terminated by you or Curtin.

The direct debit is completed in accordance with Ezidebit's *DDR Service Agreement* terms and conditions which are set out in the *Direct Debit Request Form* to be signed by you. Direct debit arrangements incur the bank transaction fees specified in the *Direct Debit Request Form*.

6. Curtin Staff membership - Salary Package or Payroll Membership

If you are an eligible Curtin University staff member, you can elect to:

- (a) Salary package your membership in accordance with the employee entitlement conditions specified at <https://hresp.curtin.edu.au/FitnessCentreFortnightly/01>.
- (b) Have your membership paid by fortnightly deductions by Curtin from your payroll post-tax. You must activate this option through *Curtin People and Culture* in accordance with their processes.

Both Salary Package and Payroll membership is for a minimum of 12 months (26 pays) and continues after the initial 12 month period until terminated by you or Curtin. The fortnightly payments that you commit to are non-refundable.

7. Suspension

7.1 **Upfront (Pre-Paid) Membership** If you hold a 6 month or 12 month Upfront (Pre-Paid) Membership, you can suspend your membership at any time (other than in the last 2 weeks of your membership) by completing an *Application for Suspension of Membership Form*, subject to the conditions noted below:

(a) 6 Month Upfront (Pre-Paid) Membership

- Your suspension application cannot exceed 3 months and any cumulative suspension application periods (when combining all applications processed) cannot exceed 3 months.
- You are entitled to 1 free suspension application. Each additional suspension application will incur a \$15 administration fee.

(b) 12 Month Upfront (Pre-Paid) Membership

- Any suspension application must not exceed 3 months and any cumulative suspension application periods (when combining all applications processed) cannot exceed 6 months.
- You are entitled to 2 free suspension applications. Each additional suspension application will incur a \$15 administration fee.

7.2 **Ongoing (Direct Debit) Membership** If you hold an Ongoing (Direct Debit) Membership you may suspend your membership for a maximum period of 6 months total in any 12 month period. You must pay a \$15 administration fee for each suspension application.

7.3 **Studio, Curtin Staff Memberships and Curtin Housing Memberships** Suspension is not available for 3 month Studio memberships, Curtin staff Salary Package or Payroll memberships and Curtin Housing memberships.

7.4 **Temporary Physical Incapacity** If you are unable, by reason of temporary physical incapacity, verifiable by a medical certificate, to use the fitness services provided under your membership, you can suspend your membership (without incurring a fee) for a period agreed in writing by Curtin in its absolute discretion.

7.5 Curtin requires at least 7 days to process an *Application for Suspension of Membership*. You cannot backdate a suspension and you must apply for the suspension in advance of the date you request your suspension to commence.

- 7.6 Any suspension period will commence when Curtin gives written approval of the suspension to you. For Upfront (Pre-Paid) Memberships, the suspension period will be added on to the end of your membership period. For Ongoing (Direct Debit) Memberships, your direct debit continues until the end of the extended term after adding on the suspension period.

If your agreement is for an upfront pre-paid membership (also known as a fixed term) it automatically terminates at the expiry of the term and you must enter into a new agreement with Curtin to continue your membership after that time.

If your agreement is ongoing, it is an agreement that will continue until either you or Curtin terminate it in the way described in the agreement.

If an automatic debit arrangement is in place, fees will continue to be debited from your credit card or account until you or Curtin cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to Curtin for damages for breach of contract.

8. Termination

- 8.1 If you are adversely affected by any change in fees that Curtin imposes under clause 2.5 of these *Terms and Conditions*, you can terminate your membership without penalty.
- 8.2 You may request to terminate your membership in writing if you are unable to use your membership due to:
- (a) permanent sickness or physical incapacity, verifiable by a medical certificate; or
 - (b) long term unexpected departure from the Perth metropolitan area (greater than 6 months), verifiable by supporting documentation.
- When it receives your written request to terminate, Curtin must respond to you within seven days. The termination of your membership is determined at Curtin's sole discretion.
- 8.3 If your Upfront (Pre-Paid) Membership is terminated pursuant to clause 8.2, within 14 days from the effective date of termination Curtin will refund to you the unused portion of your membership fees for the period after termination less any outstanding fees for the supply of fitness services and a termination fee of \$35.
- 8.4 You can terminate your Ongoing (Direct Debit) Membership after you have completed 6 months of membership (excluding any approved suspension periods). To terminate, you must give 28-days written notice by completing the *Cancellation Form* which can be submitted in person at Curtin Stadium or sent by email to stadium@curtin.edu.au. During the 28-day notice period, your membership remains valid and your account will be charged in accordance with the terms set out in your *Direct Debit Request Form*. Curtin must respond to its receipt of a written notice requesting termination within seven days. If your Ongoing (Direct Debit) Membership is terminated pursuant to clause 8.1 or 8.2, the termination will take immediate effect. Any scheduled direct debit payment that is automatically processed by Curtin before the termination takes effect will not be refunded.
- 8.5 If you have an Upfront (Pre-Paid) Membership, it is for a fixed term and will terminate at the end of that term. Curtin will not refund any amount to you unless your membership is terminated pursuant to clause 8.2.
- 8.6 If you have a Curtin Staff Salary Package or Payroll membership, you can terminate your membership after 26 pays by providing 14 days written notice to Curtin. Curtin must respond to its receipt of a written notice requesting termination within seven days.
- 8.7 Curtin reserves the right to immediately terminate your membership or deny access to the Stadium if you breach these *Terms and Conditions*, materially breach the *Curtin Stadium Rules* or if you act in an offensive or harmful manner that impacts adversely on Curtin, the Stadium, other members or visitors.

9. Change of Details

You must inform Curtin immediately of any change in your contact details, or change in circumstances that impacts your membership or payment terms (including change in banking details for Ongoing (Direct Debit) Membership). If you do not notify Curtin, you may incur ongoing membership fees and/or additional banking charges, which are deemed a debt recoverable by Curtin or directly by the direct debit provider.

10. Exclusion of Liability

- 10.1 Curtin is not responsible and excludes all liability (to the extent permitted by law) whether direct or indirect for any loss or damage, deterioration of health, illness, death, aggravation of any health condition that you may incur or suffer as a result of your use of the Stadium facilities, or participation in the fitness services, or advice that is given to you by Curtin, its employees or agents, except to the extent Curtin's negligence directly contributed to the liability.
- 10.2 Curtin accepts no responsibility and excludes all liability whether direct or indirect arising out of any loss, damage, theft or otherwise that you may sustain in respect of your personal effects and belongings.
- 10.3 You agree to release and hold harmless Curtin and its officers, employees and agents from and against all actions which may be brought by you, or on behalf of you, in respect of any incident arising out of injury, loss, damage or death caused to you or your property in any way whatsoever, except to the extent Curtin's negligence directly contributed to the liability.

11. Fitness Industry Code

Curtin Stadium is bound by the *Fitness Industry - Code of Practice* issued by Government of WA and the Fitness Australia *Fitness Industry Code of Practice*. The Website has links to these Codes.

12. Complaints

You can lodge any complaints about the Stadium facilities and the fitness services either in writing to the Stadium or via email to stadium@curtin.edu.au. Curtin will endeavour to resolve complaints within a reasonable time. You can also lodge a complaint with Fitness Australia if the Stadium has or appears to have breached the *Fitness Industry Code of Practice*.

13. Privacy

The personal information collected by the Stadium will be used by Curtin for the administration of your membership (including communicating Stadium promotional material) and the operation of the Stadium in accordance with the Australian Privacy Principles. For details on how Curtin handles personal information refer to Curtin's Privacy Statement at <http://global.curtin.edu.au/legal/privacy.cfm/>.