



MEMBERSHIP TERMS and CONDITIONS
Effective from January 2008

PRIMARY REQUIREMENT

These membership procedures are designed to ensure that the terms and conditions of membership are understood and adhered to, and that all members show proper consideration for other members. This extends to all aspects of respect and behaviour including but not limited to the language you use, letting others use the exercise equipment while you are resting and so on. Please keep in mind that the USQ Works Health and Recreation Club (herein after referred to as "the Club") is designed for the enjoyment of all members.

GENERAL

A. MEMBERSHIP PROCEDURES

- * The member agrees to be bound by the membership procedures of the Club, as determined from time to time by the Club.
- * The member acknowledges that the Club reserves the right to change these membership procedures as it deems necessary.
- * The Club does not honour any verbal agreement made at the Club or over the phone that are contrary to the Membership terms.
- * Members and their guests to the Club must be 15 years or older.

B. OPERATING HOURS

- * The Club has the right to determine the hours and days during which the Club will be available and the services and equipment which will be available.

C. VIOLATION OF MEMBERSHIP PROCEDURES

- * Any member who violates any of the membership procedures set forth or as posted in the Club from time to time will have their membership privileges suspended until such time as determined by the Club.
- * Any member who violates any of the membership procedures will not be entitled to a refund of any monies paid. If a member agrees to make payments to the Club in their membership application, any unpaid payments will become immediately due and payable.

D. PEAK PERIOD

- * The member understands that the Club may experience increases in attendance at various times during the year and at peak times during the day.
- * The member hereby releases and discharges the Club from any liability for breach of contract for overcrowding.
- * As of January 2008 the peak period for memberships are 6am – 7am, Monday to Friday and 4pm – 7pm, Monday to Friday.
- * Penalty fee of \$7.00 for off-peak members to attend during peak times.

E. DRESS RULES

- * Proper exercise attire is required. T-shirt, leotard/shorts are required for women, and shorts and T-shirt for men. Tracksuits are also acceptable. Gym shoes and socks must be worn at all times.

F. HYGIENE

- * A towel must be used at all times in the gymnasium and during Group Exercise classes where floor work is performed. If you forget your towel one can be hired from centre reception for \$3.
- * Please wipe any perspiration from the gym equipment after use.

G. LOST PROPERTY

- * Any lost property or articles of clothing left at the Club are placed in lost property.
- * After a period of two weeks any unclaimed property is donated to a worthwhile charity.
- * Bags are not permitted in the gym or Group Exercise room. Lockers are available free of charge in the gym and change room.
- * Valuables may be left at Reception; however, the Club cannot accept responsibility for these items so we strongly recommend leaving valuables at home.

H. ADMINISTRATION FEE

- * The administration fee as of January 2008 is \$57.
- * The Club reserves the right to change this fee as it deems necessary.

I. ON-GOING AGREEMENT

- * Means a membership that has an initial term of 3 months, continues after the end of the initial term and ends only when the client terminates the membership agreement by providing 30 days written notice.

J. COOLING OFF PERIOD

- * The cooling off period starts when the client signs the agreement.
- * The cooling off period ends 48 hours after the cooling off period starts.

MEMBERSHIP PROCEDURES

A. MEMBERSHIP CARD

Our administration policy requires that every person upon entering the club:

- * Presents their photo ID card i.e. their USQ Works membership card or USQ Student Card to reception (compulsory on every visit) to ensure the members attendance is recorded in the computer. The member is required to have a membership card at all times whilst maintaining a membership.
- * The membership card is not to be used by anyone other than the person to whom it was issued. The card remains the property of the Club and must be returned on termination of membership.
- * Acceptable identification (e.g. drivers license, passport) may be required to gain admission if membership card is forgotten.
- * The member must pay the Club's replacement fee to replace a lost or stolen card, currently this fee is \$8 and can be increased at the Club's discretion.

B. MEMBERSHIP RESPONSIBILITIES

- * The member agrees that neither the Club nor its agents are responsible for lost or stolen articles of clothing or any other lost articles or personal property.
- * Any property found by the Club will be held by the Club at the member's sole risk for a period of 48 hours.
- * The Club shall not have any responsibility for any found property.
- * The member is obliged for payments due under this Membership Agreement, whether he/she chooses to use the facility of the Club or not. This includes both paid in advance and fortnightly memberships.

C. PAYMENT PENALTIES

- * It is the responsibility of the member to ensure that any fortnightly fees due are paid on the due date.
- * Should the fees remain unpaid after 14 days, a late payment fee will be charged. The fee is currently \$11 for the first month or part thereof and will accumulate by \$11 for each and every additional month or part thereof.
- * A debit rejection fee of \$7.50 will be charged for any fortnightly payment that is dishonoured or rejected by the bank.
- * Should payment lapse by three months or more the debt will be placed into the hands of a Collection Agency for recovery of monies owing and their fee will be added to the outstanding membership fee. If fees are two months in arrears or payment is consistently late the Club has the right to ask for the balance of the contract in full within seven working days of notice being given.

D. LATE PAYMENT - CLUB'S RIGHT

- * If a member is more than five working days behind in paying any scheduled payment, the Club at its sole option may stop the member from using the facilities until the member is current in payments or require that the member make immediate payments of all membership charges owed to the Club including late payment fees.
- * If the Club elects not to do either of these items, in the case of one late payment, the Club may still do so in the case of other late payments.

E. TRANSFER OF MEMBERSHIP AGREEMENT

- * Membership is transferable only by the member. The membership can only be transferred upon payment of the transfer fee which is currently \$57.
- * The person to whom you are transferring your membership (transferee) must meet the requirements of the current Clubs membership conditions.
- * The transferee member must complete a new membership form.
- * The Club reserves the right to increase the transfer fee at any time by amending the membership procedures.

F. NOTICE

- * Each member shall inform the Proprietor of any changes of address. Any notice that may need to be given to the member may either be given by prepaid letter addressed to the member at their last known address or by exhibiting such notices in prominent place in the Club premises.

G. MEMBERSHIP SUSPENSION POLICY

- * All membership suspension applications must be in writing and authorised by a Club employee. Members must apply in person at Centre Reception.
- * All membership suspensions are subject to a 14 day minimum and maximum of 2 months.
- * Any membership suspension extension will be added immediately onto the existing renewal date.
- * In circumstances where medical conditions prevent continued exercise, eg pregnancy, the membership will be frozen until such time that the member can exercise again in accordance with a medical certificate which must accompany the membership suspension application.
- * Suspension will not be applied retrospectively or back dated.
- * Suspension fee is currently \$7.50.

H. CANCELLATIONS

- * Fortnightly Easy pay memberships are ongoing. These memberships will be cancelled by the Club 30days / two direct debits after receiving written notice from the member providing that the minimum membership time of 3 months has been reached and there are no monies outstanding.
- * Term memberships expire at the end of the calculated date.
- * Cancellation will not take effect if the member has any monies outstanding on the 30th day from written notice.
- * A client may terminate an agreement with the USQ Works if the client cannot use the services & facilities supplied under the agreement because of the client's permanent sickness or physical incapacity. The client terminates the agreement by giving the supplier written notice of the termination and a medical certificate stating that the client cannot use the fitness services because of the client's permanent sickness or physical incapacity. The Club must refund to the client a proportion of the unused part of the agreement less the administration fee within 21 days after the client terminates the agreement due to permanent sickness or physical incapacity.

I. GYM ETIQUETTE AND RULES

- * In consideration of others please replace your weights after use.
- * Training diaries remain the property of the Club.
- * Chewing gum is prohibited in the Club.
- * The Management reserves the right to change the hours of operation and alter class times in accordance with the requirements of the Club.
- * At no time are persons other than employees allowed to conduct personal training sessions in the Club.
- * Any instruction in the Club in any sport is restricted to employees to the Club.
- * The Club reserves the right to extend or revoke this membership at any time without explanation and remove from the premises any member or person invited by him/ her who may be involved in unacceptable or inappropriate behaviour. No refund will be given to any Members or guests who are removed.
- * Any changes to the membership procedures and rules will be made in writing and will be displayed for 2months in a conspicuous position so it is clearly visible to a person who enters the Club.

J. TERMINATING DURING COOLING OFF PERIOD

- * A member may terminate the agreement with the club during the cooling off period by providing written notice of the termination.
- * The client will be refunded the fees less the USQ Works administration fee within 21 days after the client terminates the agreement

K. COMPLAINTS HANDLING PROCEDURE

- * The USQ Works will make every reasonable effort to resolve quickly & fairly a complaint made by the client about the supply of the fitness service under a membership agreement with the USQ Works.
- * The complaints form is available at centre reception in accordance with the Fair Trading Practice for the Fitness Industry 2003.

MEMBERSHIP PRIVILEGES

A. MEMBERSHIP TYPES

- * Membership at the Club includes full use of the gym and group exercise classes. Additional fees apply for specialty programs conducted in the Club. The Club does not have separate memberships for these areas.

B. MEMBERSHIP TERMS

- * A direct debit membership, automatically debited each fortnight for a minimum period from the member's bank account or credit card are available. This membership may also carry a joining fee.
- * Term Memberships which may vary in length from time to time are available at the Club.

C. MEMBERSHIP ENTITLEMENTS

- * Full members are entitled to the following facilities and services as long as their membership is financially current; use of the gym and Group Exercise classes, one fitness assessment, a gym program and then up to four program reviews per year.
- * The member acknowledges that the prices for the above memberships, facilities and services will vary from time to time according to market demands.
- * Membership advisors can inform members of current rates.