

ACU Sport Gyms Promotion

Promotions

Refer Your Friend November 2019 Campaign

- \$5 off per month of the referring members membership fees for the life of the referee's membership.
- If that referee cancels, the referring member will then be charged full membership rate
- This offer is not to be used in conjunction with any offer
- Referring member must be a current, active and financial member
- All ACU Sport Gym users must observe the Terms and Conditions of entry

1. Member Responsibilities & General Conditions

1.1	The member named on page 6 (You), must complete an ACU SPORT GYM 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 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 our OrgSync site, forms part of these terms and conditions. Prices are subject to change without notice.

2. Membership Fees and Payments

2.1	Monthly Membership to the ACU SPORT GYM commences upon the date this Membership Agreement is agreed to (as nominated by You on the final page of the Membership Agreement).
2.2	Following the initial debit, the monthly debit date for membership fees is on the 28 th of the month (unless this is 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 SPORT GYM membership application form.
2.4	You agree to pay the membership fees to ACU: <ul style="list-style-type: none"> • Upfront by EFTPOS or credit card; or • By Direct debit, from a nominated bank account or credit card via 'EzyPay', a company that provides ACU with Direct Debit services. (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 SPORT GYM 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: <ul style="list-style-type: none"> • 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 Dishonour Fee charged by the third party Direct Debit Payment Provider (\$9.24 at the date of this Membership Agreement) should payments fail on the scheduled monthly 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 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 SPORT GYM 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 an ACU SPORT GYM, 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 SPORT GYM 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 monthly 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 on OrgSync .
4.6	You must disclose at least four working (4) days prior to Your scheduled billing date that You intend to cancel Your membership; otherwise You will be required to pay for the next month of membership.
4.7	You cannot transfer Your membership and there are no refunds of 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 months during the course of the membership annually. Suspensions are available for Direct Debit Memberships only.
5.2	All membership suspensions must be completed prior to the 24 th of the month. Memberships suspended after the 24 th of the month will not be processed until the following month.
5.3	You may request to suspend Your membership by completing the Suspension of Membership Form on OrgSync ; 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 the ACU SPORT GYM. It is a condition of entry to the ACU SPORT GYM 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	Brisbane: Opening hours vary depending on semester. Please check OrgSync for most up to date opening hours	Melbourne: During semester periods, between the hours of 7.30am and 7.00pm from Monday to Thursday and 7.30am and	Sydney: During semester periods, between the hours of 7.30am and 7.00pm from Monday to Thursday and 7.30am and
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		5pm on Fridays. Outside of semester periods, public holidays and vacations, ACU SPORT GYM will operate between the hours of 7.30am and 5pm on Mondays to Fridays.	5pm on Fridays. Outside of semester periods, public holidays and vacations, ACU SPORT GYM will operate between the hours of 7.30am and 5pm on Mondays to Fridays.
7.2	Management reserves the right to vary the opening and closing hours without notice to You.		
7.3	ACU will close the ACU SPORT GYM facilities annually for: <ul style="list-style-type: none"> • The duration of the Australian Catholic University Christmas/New Year period • Good Friday • State recognized 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 SPORT GYM facility is closed on a University holiday or a public holiday, or for the duration of the annual ACU Christmas/New Year closedown period.		

8. Our Service and Privacy Policy

8.1	All feedback should be directed to the ACU SPORT GYM at the email addresses below. The ACU SPORT GYM will attempt to respond to all feedback within 2 business days.		
	Brisbane: acu.brisgym@acu.edu.au	Melbourne: acu.melbgym@acu.edu.au	Sydney: acu.sydgym@acu.edu.au
8.2	<p>Collection Statement – Privacy Act 1988 (Cth)</p> <p>ACU's Privacy Policy contains information on how ACU manages your personal information including how ACU may use Your personal information, who ACU may disclose Your personal information to, how You may access Your personal information and have it corrected, and how You may raise a complaint regarding an alleged breach of the Australian Privacy Principles. ACU collects Your personal information for the purpose of administering and managing Your membership. If You do not provide Your personal information when requested by ACU, then ACU may not be able to accept Your application for membership.</p> <p>In addition to the types of disclosures outlined in ACU's Privacy Policy, You acknowledge that ACU may disclose Your personal information in the following circumstances:</p> <ul style="list-style-type: none"> • to EzyPay or any 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. <p>ACU's Privacy Policy is available here: (https://www.acu.edu.au/policy/governance/privacy_policy_and_procedure/privacy_policy)</p>		
8.3	All membership information is kept for a minimum of five (5) years, at which point it will be destroyed by ACU.		

9. ACU SPORT GYM Services & Inherent Risks

IMPORTANT – PLEASE ENSURE THAT YOU READ THE FOLLOWING CLAUSES CAREFULLY:	
9.1	You acknowledge 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 and often do happen which may result in personal injury or death. Such risks may arise out of physical exertion, use or misuse of equipment, bodily contact with other training participants and other risks and factors.
9.2	<p>You acknowledge and agree that Your use of the ACU SPORT GYM facilities and Your participation in any related activities, are undertaken entirely at Your own risk.</p> <p>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.</p> <p>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).</p>
9.3	<p>APPLICABLE FOR ALL VICTORIAN MEMBERS:</p> <p>WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012</p> <p>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:</p> <p>(a) are rendered with due care and skill;</p>

	<p>(b) are reasonably fit for any purpose which You, either expressly or by implication, make known to the supplier; and</p> <p>(c) might reasonably be expected to achieve any result You have made known to the supplier.</p> <p>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.</p> <p>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>.</p>
9.4	You acknowledge that You have provided accurate and updated emergency contact details to ACU.
9.4	<p>You consent to receiving any medical treatment that ACU reasonably considers necessary during participation in physical activity.</p> <p>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.</p>
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.

