

1. Parties

This agreement is between:

- (a) Murdoch University (ABN 61 616 369 313) of 90 South Street Murdoch WA 6150 (active@murdoch.edu.au); and
- (b) The person who has entered into this agreement with Murdoch by signing these Terms and Conditions.

Reference to the “you” below refers to: (i) the person who has entered into this membership agreement with Murdoch University; or (ii) if a parent or guardian has entered into this agreement on behalf of a person, the person on whose behalf the agreement was entered into.

2. Term

- (a) The term of this agreement is set out in the agreement summary at the front of this agreement (**Agreement Summary**).
- (b) If this is an ongoing agreement (as noted in the Agreement Summary), this agreement will continue until it is terminated.

3. Services

As a member of the *Murdoch Active Gym (Gym)* you are entitled to use the services specified in the Agreement Summary during the Centre’s opening hours, subject to any exclusions, limitations or restrictions noted in the Agreement Summary.

4. Payment of Membership

You must pay your membership fees, as stated in the Agreement Summary:

- (a) in the case of an up-front membership, in full at the date of entering into this agreement, by direct debit or credit card;
- (b) in the case of a direct debit membership, by weekly or fortnightly deductions from your bank account or credit card; or
- (c) in the case of a salary packaged membership, by fortnightly deductions from your Murdoch University remuneration under your salary package arrangement.

We may suspend your membership if you are late in paying fees.

5. Rules and Directions

- (a) You must abide by the Gym’s etiquette rules, as updated from time to time, as posted in the Gym and available on the Murdoch Active website at: <https://www.murdoch.edu.au/murdoch-active/the-murdoch-active-gym> (**Rules**).
- (b) You agree to follow any reasonable direction of any personnel of the Gym.

6. Cooling Off Period

The cooling-off period for this agreement (**Cooling Off Period**) starts on the date that this agreement is entered into and ends seven days thereafter.

7. Terminating your Membership

- (a) You may terminate your agreement with us at any time, and for any reason, by delivering or posting a notice to us at our physical address or by email to active@murdoch.edu.au. Your termination will be effective:
 - (i) if you give notice during the cooling off period, as soon as we receive your notice; and
 - (ii) in all other cases, 14 days after we receive the notice.
- (b) If you terminate your agreement with us then:
 - (i) we will refund to you the proportion of fees and charges paid by you representing the unused part of your membership;
 - (ii) we will process such refund within seven days of the termination taking effect; and
 - (iii) we may still charge you any fees for any fitness services that we supplied to you prior to your agreement terminating, that you have not already paid for (this may be deducted from the amount refundable).
- (c) If you are a fixed term member and you terminate this Agreement prior to the end of your fixed term then we can charge you an administration or termination fee as specified in the Agreement Summary. We may deduct this from the amount refundable.
- (d) We will, within seven days of receiving your termination notice, confirm with you: (i) the amount of your last payment, if any, under the agreement; and (ii) the date that the termination takes effect.
- (e) Please note that you may be liable for damages for breach of contract if you terminate this agreement in a manner not described in this agreement.

8. Suspension or Termination by Murdoch

We may suspend your membership or terminate this agreement immediately if:

- (a) you commit a serious breach of the Rules or this agreement, or continue to breach the Rules or this agreement despite a warning from us that it could result in your membership being cancelled;
- (b) you allow someone other than you to enter the Gym by use of your swipe card (either by their use of the card or you swiping on their behalf);

- (c) we have reason to believe that you have behaved in an improper or inappropriate manner, for example: (i) threatening or harassing others or being abusive or aggressive to staff or patrons; (ii) willfully or negligently damaging, or improperly using, Gym equipment or property; or (iii) instructing other members when unauthorised to do so;
- (d) you fail to follow any reasonable direction from staff;
- (e) you owe at least \$33.70 of unpaid membership or other Gym fees and you do not pay such amount within one week of written notice from us; or
- (f) we have reasonable grounds to suspect that the use, possession, supply, or distribution of illegal or performance enhancing drugs at the Gym.

9. Membership Categories

- (a) If you cease to satisfy the criteria for a particular membership that you hold (for example, if you are a student member and you cease to be a Murdoch student) then your membership will be terminated but you will have the option to take out an alternative membership for which you satisfy the membership criteria.
- (b) You will advise us as soon as you cease to satisfy the criteria for your membership, so we can make arrangements as set out above.

10. Transfer of Membership

- (a) Paid upfront memberships can be transferred to another person as long as that other person:
 - (i) is not a current member;
 - (ii) completes the membership sign-up process;
 - (iii) is eligible for the type of membership being transferred; and
 - (iv) has not previously been banned from the Gym or had their membership terminated by Murdoch.
- (b) You must pay any transfer fee specified in the Agreement Summary to transfer your membership.

11. Regulations

- (a) This agreement is subject to the *Fair Trading (Fitness Industry Code of Practice) Regulations 2020*, as may be amended, updated and replaced from time to time (**Regulations**), available here: https://www.legislation.wa.gov.au/legislation/statutes.nsf/law_s52065.html
- (b) To the extent that anything in this agreement is inconsistent with the Regulations, it will be deemed amended to the extent necessary to comply with the Regulations.

12. Trading Hours

- (a) You may use the Gym as often as you wish, subject to the limitations of your membership type as set out in the Agreement Summary.
- (b) We may vary the hours of opening and closing of the Gym.

13. Accessing the Gym

- (a) You will need to scan your membership card to gain entry to the Gym. A staff member (if present) can scan you in if you forget your card.
- (b) You must not allow another person to access the Gym by them using your card, or by scanning another person in using your card. You may be held responsible for the actions of the person you let in.
- (c) Your access to the Gym may be restricted if you owe any outstanding membership or other Gym fees.

14. Health

- (a) A Pre-Exercise Health Questionnaire MUST be completed before using Gym facilities for the first time. A photograph of you will also be taken, which we will record as part of your membership details.
- (b) Murdoch recommends and encourages you to book an appraisal and supervised workout prior to utilising the weights and resistance machines in the Gym. (Please do not eat, drink alcohol or coffee, smoke or exercise for 2 hours prior to your appraisal. You must give at least 24 hours' notice of cancellation of a booked appraisal, or your entitlement to the appraisal may be forfeited).
- (c) You agree to disclose all physical and medical conditions to the Murdoch staff member undertaking your appraisal. You also agree to inform us if you know or have reasonable grounds to believe that you may be at risk by participating in a fitness service, or if your medical conditions changes which may increase the risk of adverse events when exercising.
- (d) If a Murdoch staff member deems a medical clearance is necessary (based on your fitness appraisal, your Pre-Exercise Health Questionnaire or any other information provided by you) no further access to the Gym will be allowed until a medical clearance is obtained. An extension to the membership will be given to compensate the time taken to obtain this clearance.
- (e) You agree to do your best to exercise safely.
- (f) Gym staff are unable to provide you with medical advice or make medical assessments as to your medical fitness. Completing a Pre-Exercise Health Questionnaire does not constitute medical advice, is not a substitute for obtaining advice from a health professional and does not guarantee against any adverse outcome from exercise. Murdoch accepts no liability for any claims, loss, damage or injury caused by it using or relying on any information provided in the Pre Exercise Health Questionnaire.

15. Participation in Group Fitness Classes

- (a) Persons will only be permitted in classes once they have registered. Participants will be issued with a Group Fitness card/receipt that will need to be handed to the instructor before participating in the class.
- (b) Persons may not be admitted into the class after five minutes from the commencement of the class.

16. Complaints

Complaints should be made in writing to active@murdoch.edu.au

17. Suspending your Membership

- (a) You may suspend your membership:
 - (i) for up to eight weeks during semester break or university holiday periods to the extent that you will not be in Perth during any such period; or
 - (ii) for up to 12 weeks in any 12-month period, during such period that you cannot use the fitness services supplied under this agreement because of illness or physical incapacity, provided you supply a medical certificate confirming this.

However, you are not entitled to a backdated membership suspension.

- (b) There is no administration fee for a membership suspension to the extent this is for medical reasons as described in clause 17(a)(ii). In other cases, an administration fee is payable as set out in the Agreement Summary.
- (c) You must give written confirmation to active@murdoch.edu.au of the full suspension period in advance (except if you are on a salary packaged membership, in which case you must instead lodge a ticket with ServiceNow in advance), and an administration fee must be paid to Murdoch prior to the suspension period commencing.
- (d) Murdoch may temporarily close the Gym for the purpose of refurbishment or as required by law. In this circumstance we will suspend your membership at no charge.

18. Privacy

You agree that all personal information about you that we receive in relation to this agreement or the services provided thereunder is subject to Murdoch's privacy policy, available at: <https://www.murdoch.edu.au/goto/Privacy>.

19. General

- (a) Casual gym passes, purchased for occasional access to Gym facilities and benefits, are valid for 12-months from commencement date.
- (b) You must advise us if your address changes.

- (c) You acknowledge that, subject to any temporary mechanical or other failure, CCTV video surveillance is in operation in the Gym (excluding toilets and change-rooms)
- (d) Murdoch takes no responsibility for personal property you use or leave in the Gym. Personal possessions will not be accepted at reception. Any property, footwear or clothing left at the Gym, if found, is placed into lost property. If not claimed after a period of four weeks then the Gym staff passes this onto Murdoch Security which may dispose of it.
- (e) Murdoch may contact you regarding your membership via email or phone.
- (f) To the extent that any of this agreement provides a website link to any documents, we will provide a paper copy to you on request.
- (g) This agreement is governed by the laws of Western Australia.
- (h) This is the entire agreement between you and Murdoch University in relation to your use of the Gym; it supersedes any previous discussions and understandings between you and the Gym.

20. Parking

- (a) Members (other than Murdoch student and staff members) can obtain a carpark 4 parking permit.
- (b) Non-permit holders will be required to pay for parking in the ticket parking areas. Parking is free before 8:00 am & after 5:00 pm (Monday to Friday) in the Green or Red zoned car parks only. Parking is free all weekends. Loading zones, Disabled and Reserved bays are not available areas to park unless you hold a current permit required for these areas. Car parking on campus is your responsibility.