

## **MEMBERSHIP CONDITIONS FOR THE FLINDERS ONEFITNESS (FOF) CENTRE GPO Box 2100, Adelaide, SA, 5001**

By signing the Membership Agreement, I acknowledge and agree to comply with the following terms and conditions of FOF. Please read this carefully and make sure you understand your rights and obligations before you sign the Membership Agreement.

### **1. TERM**

1. This agreement begins at the commencement date of memberships and terminates at the expiration of the membership or unless terminated under clause 4.1.
2. This agreement is legally binding for the period members have signed.
3. Under clause 4.2 The Centre provides a "cooling off" period giving you the option to cancel the membership within 72 hours of signing the Membership Agreement.
4. Additional areas such as court hire and other programs and services, will incur additional costs. Please see our friendly staff for prices.
5. Flinders OneFitness reserves the right to regulate the operating hours and conditions in accordance with the requirements of Flinders OneFitness.

### **2. OBLIGATIONS AND RIGHTS**

1. Members agree to conduct themselves in an orderly and proper manner, and not engage in conduct which could cause harm, create a hazard or nuisance or unreasonable behaviour that could impact on the Centre's employees or its members.
2. Members agree to take full responsibility for their personal effects and belongings whilst in or around the Centre.
3. Members agree to be suitably attired, wear closed toe shoes and carry & use a sweat towel whilst in the Centre.
4. In the event of a grievance or complaint please write to: FOF Sports Centre Management, GPO Box 2100 Adelaide SA, 5001
5. The centre will provide services under this agreement which include access to fitness equipment, group exercise classes, and exercise screening programs.
6. Members agree to respect the privacy of others.
7. You must present at reception on each visit and scan your identification card upon entering the Fitness Centre. Failure to do this may result in the member being evicted from the gym and their membership cancelled.
8. No member will solicit business for personal financial gain from any other member for any purpose. This includes, but is not restricted to, personal training and/or medical or dietary advice.
9. All weights MUST be replaced in the racks provided. Members who fail to replace weights on the storage areas provided may be evicted from the gym and their membership cancelled. Misuse of equipment will not be tolerated.
10. Members who provide/enable unauthorised access to others will have their membership revoked and forfeit all monies paid.

### **3. ADMISSION REQUIREMENTS**

By accepting this membership at the Centre, you warrant to FOF that you have complied with the following:

1. Members confirm that you do not have or are aware of having any physical, mental or health disability which could be aggravated, worsened or impaired by physical exercise or participation in programs
2. Members use of the Centre and its programs and facilities, is at their sole risk and responsibility.
3. Members will seek medical clearance if requested by Centre staff.

### **4. TERMINATION**

1. FOF can terminate this agreement at any time by notice in writing effective immediately. Upon such termination FOF will refund you the fees that are attributed to the period after cancellation less a \$35 administration fee and any other outstanding fees related to a service already supplied.
2. A University staff member may terminate the membership agreement without cause or reason within 72 hours of signing this agreement. Cancellation of membership must be in writing. You will receive written confirmation of the cancellation as proof. If no confirmation is received within five days please telephone the membership coordinator on 8201 2842. The centre reserves the right to recoup the cost of any fitness service provided to the member. In addition an administration fee of \$35 will be charged. Any refundable amount will be discharged within 14 working days.
3. Termination of membership by a staff member must be made in writing and be submitted to FCCS. A cancellation fee of 40% of the remaining contract or \$100 (whichever is the lesser amount) applies to all cancellations before the 26<sup>th</sup> debit. FCCS will provide the University and the staff member with written confirmation as proof.
4. For fixed term membership, no refunds will be given for cancellation outside the 72 hour cooling off period.

### **5. SUSPENSION**

1. Non medical suspensions are available for memberships and require an upfront fee of \$10 per month or part thereof. Minimum suspension period is for 1 month. Maximum suspension period is for 6 months. Memberships will restart at the conclusion of the suspension period without notification to the member. It is the sole responsibility of the member to apply to extend the suspension period.
2. Membership suspensions are available for serious medical conditions at no extra charge. Each application must be submitted in writing and must be verified by a medical practitioner. A doctor's certificate must be provided before the suspension period begins or the membership will not be suspended. Time suspended will be added on to the end of the current membership for fixed term memberships, or in the case of direct debit memberships, the fortnightly payments will be suspended for the suspension period. Memberships will restart at the conclusion of the suspension period without notification to the member. It is the sole responsibility of the member to apply to extend the suspension period.

### **6. ADDITIONAL FEES**

1. Lost Cards may be replaced for a fee of \$10