

# GENERAL TERMS AND CONDITIONS

VERSION 1.1



These terms and conditions (**General Conditions**) and any additional special terms and conditions applicable to your membership category or selected payment methods (**Special Conditions**) contain important information about Unigym membership, including your rights and responsibilities.

Please read these General Conditions and any applicable Special Conditions carefully as you will be bound by them if you sign and submit the application form and your membership is subsequently activated by Unigym on that basis.

These General Conditions and the applicable Special Conditions will govern your membership, including in relation to the following matters:

- a. your access to and use of Unigym's centres and equipment at UTAS's Hobart, Launceston and Burnie campuses (**the Facilities**);
- b. your involvement or participation in any of the fitness or related services or activities offered directly by Unigym (**referred to as Unigym Activities**); and
- c. your access to and use of the Facilities for the purposes of involvement or participation in fitness or related services or activities (**Independent Activities**) offered by independent contractors, tenants or franchisees (**Independent Providers**).

Please note that your application will only be processed once Unigym has received and processed all relevant information and membership may not be activated immediately even where all information is provided. Additionally, Unigym reserves the right to refuse your application for membership in its discretion.

## 1. Terms and Conditions

- 1.1 You understand and agree that these General Conditions and the Special Conditions govern your membership and that they will override anything you may be told by Unigym staff, agents or representatives. Any variation of the General Conditions or Special Conditions may only be made in writing.
- 1.2 You are aware that there are additional more detailed conditions which apply to your membership which are specified in Unigym signs and handouts and in information available on Unigym's website from time to time (**the Rules**). You agree to also be bound by and comply with the Rules, and you will ensure that you make yourself aware of and keep yourself up to date on the Rules on a regular basis.
- 1.3 You agree that Unigym may vary the General or Special Conditions, the Rules and any other procedures which relate to Unigym, the Facilities or the Unigym Activities without consulting you, but where this happens:

- a. Unigym will provide you with notice of any change which has the potential to impact on your membership in a substantial and adverse way by writing to you at your current email address on file or where none is listed, your last known place of address; and
- b. where you are able to prove to Unigym's reasonable satisfaction that any change impacts substantially on your ability to enjoy the membership benefits that you have enjoyed before the change, Unigym will endeavour to accommodate your concerns provided that you advise Unigym of the impact no later than 14 days after the notice has been sent to you.

## 2. Your health and level of fitness

- 2.1 You acknowledge that provision of a safe and effective exercise program for you is dependent upon accurate health and fitness profiling. You must therefore fill out a health screen questionnaire (**Health Screen**) at the same time as the application form is filled out. Completing the Health Screen and submitting it to Unigym is a pre-condition to your application being processed and Unigym may refuse your membership if you refuse to do so.
- 2.2 You must also fill out a Health Screen when the Special Conditions require you to do so or where Unigym reasonably forms the view that a new Health Screen might be required.
- 2.3 You understand that Unigym will rely on the information you provide in the Health Screen as to your personal health and fitness and you promise to fill it out honestly and accurately and disclose any impairment or pre-existing condition which you think might possibly impact on your ability to participate in Unigym Activities or Independent Activities. As part of this process, you agree to provide Unigym with any relevant information or recommendations you receive from your medical or allied health practitioners.
- 2.4 If you subsequently become aware of any impairment or condition that may impact on your ability to undertake the Unigym Activities or Independent Activities that you are or propose to participate in, you must disclose the impairment or condition to Unigym immediately and promptly confirm it in writing. Again, you agree to provide Unigym with any relevant information or recommendations you receive from your medical or allied health practitioners.
- 2.5 You understand and acknowledge that Unigym staff, representatives and agents are not medically trained and are not qualified to assess whether you are in a physical condition that will enable you to comfortably or safely engage in a training or fitness class or activity as part of the Unigym Activities or Independent Activities. If you have any doubt as to whether the Unigym Activities or Independent Activities in which you propose to participate pose a risk to your health or wellbeing, you agree to seek and rely on expert medical advice before commencing.
- 2.6 Despite clause 2.5, Unigym may form a view based on information that you provide in your Health Screen or otherwise that:
  - a. you should only participate in training or fitness classes or activities subject to conditions aimed at minimising risk of injury or illness to you;
  - b. you should participate in particular fitness classes or activities and not others; or
  - c. your membership should not be activated or should be cancelled.
- 2.7 Conditions which may be imposed under clause 2.6 can include a requirement that you:
  - a. attend a medical practitioner who agrees in writing to your proposed exercise program; or
  - b. limit your fitness or training activities as recommended or only undertake them in a particular manner.

- 2.8 If you do not agree to comply, or do not comply with conditions imposed under clause 2.7, Unigym may take what action it considers necessary including refusing to activate or continue your membership or requiring you to sign a form releasing Unigym from liability for any illness or injury you may suffer as a result of your not agreeing to comply with the conditions.
- 2.9 You agree that each time you use the Facilities you will assess whether you are in a physical condition which will allow you to participate in the Unigym Activities or Independent Activities which you propose to be involved in on that particular visit. You agree to participate in the relevant activities only where you have reasonably formed the view that you are in a physical condition which will enable you to safely do so.

### 3. Membership Fees and other amounts

- 3.1 You must pay the membership fees:
- stipulated as being applicable on the Unigym price list (**Price List**) for the relevant category of membership you have selected on the application form; and
  - in the manner you select on the application form and subject to the Special Conditions which apply to that payment method.
- 3.2 Unigym may increase membership fees each year in its discretion and you agree to authorise Unigym to take whatever steps are necessary to implement this increase where you want your membership to remain active. Increases may be made to all membership categories except fixed term memberships which have been paid for in a lump sum payment before the increase, as they will have been calculated based on the applicable annual rates at the time of joining. Monthly Memberships and Staff Fortnightly Memberships will generally be subject to the increase at the first deduction after 1 January in each year.
- 3.3 Unigym will provide you with approximately one month's prior notice of any impending increase by writing to your current email on file, or where none is provided, to your last known place of address.
- 3.4 If you do not pay the fees you owe on the due date, Unigym will suspend your access to the Facilities until your payments are up to date and may cancel your membership under clause 8 of these General Conditions. The Special Conditions may also contain information as to what will happen in such circumstances depending on your category of membership.
- 3.5 Unless these General Conditions or the Special Conditions say otherwise, you must continue paying all fees owing even though you cease exercising your membership rights.

### 4. Your access to the Facilities and what we offer you

- 4.1 When your application for membership has been accepted, Unigym will provide you with an access card based on the membership category you have selected (**Access Card**).
- 4.2 Your Access Card will entitle you to:
- access the Facility which you have joined at the Cradle Coast, Launceston or Hobart campuses;
  - for the purpose of participating in the Unigym Activities or the Independent Activities which are offered as part of your category of membership; and
  - between the opening hours stipulated on the Unigym Website, which may be varied with little or no notice given (but Unigym will endeavour to provide reasonable notice where possible);
- 4.3 You must present your Access Card in order to access the Facilities, and if you do not do so Unigym may refuse you entry. You must not allow any other person to use your Access Card to access the Facilities.
- 4.4 Unigym may allow you to enter its Facilities on 2 occasions without your Access Card,

but beyond that or if you tell Unigym that you have lost your card you may be refused entry subject to you obtaining a replacement card for a nominal fee.

- 4.5 In signing the application form, you acknowledge that you have had the opportunity to inspect the Facilities you propose to use and have satisfied yourself that they are appropriate for your needs.
- 4.6 You understand that even though Independent Activities are run from the Facilities, they are provided by Independent Providers and Unigym may not have any control over your eligibility to participate in them, the conditions that apply to your participation in them or any dispute you have with an Independent Provider. Where you participate in Independent Activities, you agree:
- to ascertain with the Independent Provider that you are eligible to participate in the Independent Activity prior to becoming a Unigym member;
  - that the provision of the services or activities which make up the Independent Activities and your rights and obligations in relation to the Independent Activities and Independent Providers are subject to a contract or arrangement which you have directly with the Independent Providers; and
  - to ensure that the terms of any contract or arrangement with an Independent Provider are to your satisfaction before participating in the Independent Activity.

### 5. Your use of the Facilities

- 5.1 You are required to undertake an instructional consultation (**Induction**) as set out in section 13 of these General Terms and Conditions with a member of Unigym's staff before you use or operate any of the Facilities or participate in any of the Unigym Activities or Independent Activities. Thereafter, you are responsible for using the Facilities in a proper manner, including in a manner which accords with your level of health and physical fitness and complying with any Rules or directions given to you by Unigym staff. If you have any doubts or questions as to how particular equipment should be operated you must ask a Unigym staff member for information or assistance prior to your operation of the equipment.
- 5.2 You will operate and use the Facilities with a high standard of care and you will be responsible for any damage you cause to the Facilities through your wilful, negligent or reckless act or omission.
- 5.3 You must wear:
- appropriate clothes for the activities which you propose to engage in; and
  - enclosed shoes (lace up sneakers/runners) in all Unigym exercise areas.
- 5.4 You must use the Facilities in a manner which poses no risk to other occupants or users and which is otherwise courteous, cooperative and respectful including by:
- not using offensive language and behaviour (including not wearing clothing with offensive language or slogans);
  - not using the Facilities where your health poses a risk, however small, to the health and wellbeing of others including when you have:
    - an infection or contagious disease; or
    - an open cut or sore.
  - being mindful of general personal hygiene standards, including by:
    - minimising body odour through the use of deodorants or other means;
    - using the supplied disinfectant after using weights, cardio or other equipment;
  - ensuring that weight bearing equipment is cleared of weights after your use and returning all free weights you have used to the rack;
  - placing a clean towel, which fully covers the bench/seat when using the weights area and removing any residual sweat from equipment;
  - bringing only those items into the cardio and weights room as are necessary to enable you to undertake your fitness activities or which are required by these General Conditions or the Rules (as items may pose a potential tripping hazard to other users);

g. complying with all time limitations which apply to a piece of equipment.

- 5.5 Unigym will provide you with lockers at no additional charge on presentation of your Access Card at the front desk. You understand and acknowledge that these lockers are not security lockers but are provided merely for your convenience. For this reason, Unigym strongly encourages you to not to place any items of value into these lockers.
- 5.6 Unigym also provides electronic security lockers at its Hobart and Launceston Facilities at no charge, and these may be used to store valuable items. Unigym will take all reasonable steps to ensure that no theft occurs from these lockers but is not able to guarantee that this will not occur. For this reason, you agree not to bring valuable items into its Facilities unless it is impracticable to not do so.
- 5.7 Unigym may empty lockers at the end of each day and any of your personal items left there may be removed and kept behind the reception desk until such time as Unigym sees fit to dispose of them to a charity which it generally does at the end of each month. You agree not to hold Unigym liable for the loss of your items removed and disposed of in this way.
- 5.8 If you lose the key to your locker, we will charge you a nominal fee for replacing the key or if Unigym thinks it appropriate, the cost of replacing the lock mechanism.
- 5.9 Car parking around the Facilities is provided by UTAS and you must comply with the signs in the car parking areas. Fines may apply if you fail to do so and Unigym is not in a position to waive any fines incurred.
- 5.10 The Facilities will sometimes be filmed or photographed for promotional and other business-related purposes and it is possible that you may appear in some of the footage or images captured if you are attending Unigym on that occasion. If you sign and submit the application form, you are agreeing to allow Unigym to use your image in any footage or images captured for those purposes.
- 5.11 You agree not to film or photograph the Facilities (including other users of the Facilities) without the consent of Unigym and any person you wish to film or photograph

## 6. Risks and liability

- 6.1 While in the Facilities or participating in the Unigym Activities or Independent Activities, you may suffer injuries including broken bones, soft tissue injuries and joint injuries as a result of weights striking you, collision with equipment or other members, or as a result of you slipping on wet flooring.
- 6.2 Unigym will only be liable for your death or personal injury caused by gross negligence on Unigym's part, or where liability for the same is otherwise imposed on Unigym by statute.
- 6.3 Unigym will not be liable for your death or personal injury caused by an Independent Provider except to the extent that it was contributed to by Unigym's gross negligence or where liability for the same is otherwise imposed on Unigym by statute.
- 6.4 Unigym will be liable for loss of and damage to your personal property arising from Unigym's failing to provide services to you with due care and skill and in a manner fit for the purpose which is reasonable to expect in all the circumstances.
- 6.5 In consideration of the grant of membership to you, you hereby agree to the extent permitted by law:
- a. subject to clauses 6.2, 6.3 and 6.4, to release and not to hold Unigym, its employees, representatives or agents liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses that you may have had, but for this clause, arising from or in connection with your involvement in the Unigym Activities or Independent Activities (including those arising from the acts or omissions of the Independent Providers) or arising from your use of the Facilities or services or products provided by Unigym; and

- b. that you will indemnify and hold harmless Unigym, its employees, representatives and agents in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your acts or omissions while you are involved in Unigym Activities or Independent Activities or from your use of the Facilities or services or products provided by Unigym.

## 7. Your failure to comply

- 7.1 If you do not comply with these General Conditions, the Special Conditions or the Rules then, without limiting Unigym's rights to cancel your membership and depending on the seriousness of your failure to comply, Unigym may:
- a. request that you leave the Facility immediately, which request you agree to comply with;
- b. refuse you entry to the Facilities or refuse your participation in Unigym Activities for a specified period;
- c. not admit you to membership in the future.

## 8. Cancellation and related matters

- 8.1 Unigym may cancel your membership immediately without prior notice if you:
- a. threaten, intimidate, harass, become a significant nuisance or act in an offensive manner to others;
- b. damage the Facilities or steal any equipment;
- c. damage or steal the belongings of other users of the Facilities; or
- d. use or distribute illegal or performance enhancing drugs in or from the Facilities.
- 8.2 Unigym may cancel your membership with notice where you do not comply with these General Conditions, the Special Conditions or the Rules in a manner which is material or on a repeated basis including where you do not pay your membership fees and the amount owing is outstanding for one month after it is due.
- 8.3 You may cancel your membership in accordance with the applicable Special Conditions by providing Unigym with written notice if you produce supporting documentation to Unigym's reasonable satisfaction to demonstrate that:
- a. you are suffering from a medical incapacity which prevents you from enjoying the membership benefits which you enjoyed prior to the incapacity occurring; or
- b. you have relocated to an area not near a Facility and do not work near a Facility.
- 8.4 You may also cancel your membership in accordance with the applicable Special Conditions if Unigym breaches its material obligations under the General Conditions or any applicable Special Conditions and the breach is not remedied within 20 business days after you have provided Unigym with written notice of the breach.
- 8.5 The category of membership which you select and the applicable Special Conditions will determine:
- a. other circumstances in which you are entitled to cancel your membership;
- b. what will happen when your membership is cancelled;
- c. your ability to transfer your membership;
- d. your entitlement to a time stoppage.

Accordingly, please refer to the Special Conditions applicable to your membership which are additional to these General Conditions.

## 9. Induction

- 9.1 You will be required to undergo an induction session of approximately 1 hour's length with a Unigym staff member prior to using the Facilities. Unigym will endeavour to ensure that a convenient induction time is offered to you as soon as practicable after your application is accepted.
- 9.2 Unigym reserves the right to cancel your membership if you have not completed

an induction within 2 weeks of the date of your application despite Unigym offering convenient times in which you might have done so.

## 10 Reciprocal Rights

- 10.1 You must apply for Unigym membership for the Facility that you propose to visit most regularly.
- 10.2 Unigym offers reciprocal rights between its Hobart and Launceston Facilities but unfortunately, due to administrative and other constraints, reciprocal rights are not currently extended to or from the Cradle Coast Facility.
- 10.3 Reciprocal rights enable you to use a Unigym Facility other than the one that you applied to join, for a limited number of visits.
- 10.4 If your circumstances change (for example you change your place of residence) and you propose to predominantly visit a Facility other than the one you have joined, you must immediately advise Unigym.
- 10.5 Should Unigym become aware that:
  - a. you have purchased membership at one Facility, but you are predominantly using another Facility; and
  - b. you have not informed Unigym of this circumstance on a timely basis then Unigym may cancel your membership.

## 11. Members with disabilities

- 11.1 Where you have a disability you must disclose:
  - a. full details of the disability in the Health Screen;
  - b. the proposed Unigym Activities of Independent Activities in which you propose to participate or the Facilities which you propose to use;
  - c. whether assistance from another person will be required to enable you to participate in the relevant activity or use the relevant Facility and if so whether you will make your own arrangements for that assistance from another person (Carer).
- 11.2 Where you need assistance to participate in Unigym Activity, an Independent Activity or to use a Facility and you have made arrangements for assistance to be provided by a Carer, the Carer must attend the Facility with you and assist you in that regard.
- 11.3 Where you have a disability and have indicated that you will need the assistance of a Carer, the Carer must also attend the induction with you.
- 11.4 Unigym may be able to provide you with assistance to participate in Unigym Activities or to use the Facilities but whether such assistance will be available will depend on:
  - a. the nature and extent of the assistance required;
  - b. the staff resources and experience in the relevant Facility at the time at which the assistance is required.
- 11.5 Assistance that is provided by Unigym further to clause 11.3 will be charged at the standard costs applicable to the relevant staff member's time.

## 12. Change of details

- 12.1 You must promptly inform Unigym of any change of your email address, home address, phone numbers, bank account and credit card details for payment and any other personal information that is relevant to your membership with Unigym. The Special Conditions also require you to inform Unigym of a change in your status which entitles you to discount rates.

## 13. Privacy

- 13.1 Your personal information supplied on the application form is collected for the purpose of allowing Unigym to process, activate and update your membership.
- 13.2 Generally, your personal information will only be used or disclosed for the purpose in clause 10.1, but it may also be disclosed for another purpose with your consent, or in circumstances where Unigym is permitted or required by law to make a disclosure.
- 13.3 Your personal information will be managed in accordance with the Personal Information Protection Act 2004, and UTAS's Personal Information Privacy Policy.
- 13.4 For more information on how your information is being used, visit the UTAS website at:  
<http://www.utas.edu.au/>, or contact the Unigym with your questions.

## 14. Applicable law

- 14.1 These General Conditions and the Special Conditions are governed by the laws applicable in Tasmania and you agree to submit to those laws.

## 15. Severance

- 15.1 If any part of these General Conditions or the relevant Special Conditions is or becomes illegal, void or unenforceable, this does not invalidate the rest of the terms or conditions.



Locked Bag 61 HOBART TAS 7001  
T. 03 6226 2084 F. 03 6226 7896 E. [hobart@unigym.com.au](mailto:hobart@unigym.com.au)

Locked Bag 1328 LAUNCESTON TAS 7250  
T. 03 6324 3092 F. 03 6324 3042 E. [launceston@unigym.com.au](mailto:launceston@unigym.com.au)

