

JUNIOR MEMBERSHIP

SPECIAL TERMS AND CONDITIONS

VERSION 1.1



These terms and conditions (**Junior Membership Special Conditions**) apply to people who are accepted as members of Unigym under the age of 18 (**Junior Members/Junior Membership**).

These Junior Membership Special Conditions contain important information about Junior Memberships with Unigym including a Junior Member's rights and responsibilities. They are additional to the General Conditions and any other applicable Special Conditions. Expressions which are capitalised in the General Conditions and other Special Conditions have the same meaning where they appear in these Junior Membership Special Conditions.

Junior Members will be bound by the General Conditions, these Junior Membership Special Conditions and any other applicable Special Conditions if they fill out the relevant parts of the application form and their Junior Membership is subsequently activated by Unigym on that basis.

1. Eligibility for Junior Membership

- 1.1 Persons from the minimum age of 12 to the maximum age of 17 at the time of their application are eligible for Junior Membership at the discounted rates set out on the application form and increased in accordance with the General Conditions.
- 1.2 Persons applying for Junior Membership must present evidence of their age in the form of a passport, birth certificate, or other photo identification considered satisfactory to Unigym:
 - a. on submitting their application for Junior Membership;
 - b. where these Special Conditions require them to do so; and
 - c. where a Unigym staff member requests to see it.
- 1.3 Applications for Junior Membership will only be considered and accepted where the Junior Member's parent or adult guardian (**Guardian**) also applies and is accepted as a member of Unigym with the exception of Junior Members aged 16-17 at the time of the application (**Mature Junior Members**).
- 1.4 Junior Members are eligible to join Unigym under an FTM or a Facility Membership which are offered on the following basis:
 - a. Junior Members who wish to access to the weights and cardio rooms and/or fitness classes must be accepted for an FTM;
 - b. Junior members who wish to use the tennis or squash courts must be accepted for a Facility Membership and must pay applicable Access Charges up front.

2. Applying for Junior Membership

- 2.1 All applications for Junior Membership must be signed by both the Junior Member and the Guardian.
- 2.2 Where Junior Membership is activated by Unigym, the Guardian agrees to be bound by the General Conditions, these Junior Membership Terms and Conditions and any other applicable Special Conditions:
 - a. in respect of their role as Guardian;
 - b. for and on behalf of the Junior Member in respect of the acts or omissions of the Junior Member.
- 2.3 The Guardian must also complete a child-specific pre-exercise health screen for and in respect of the Junior Member (Junior Health Screen).
- 2.4 The General Conditions and applicable Special Conditions which apply to the Health Screens generally

3. Payment

- 3.1 Junior Membership fees may only be paid for upfront, in cash, by credit card or EFTPOS.

4. Junior Members to be accompanied by a Guardian in certain circumstances

- 4.1 Junior Members other than Mature Junior Members will not be admitted to the Facilities unless accompanied by their Guardian.
- 4.2 All Junior Members must be accompanied by their Guardian for the induction.
- 4.3 Junior Members other than Mature Junior Members must at all times be accompanied by their Guardian whilst using the Facilities or participating in Unigym Activities and must not be left alone or unsupervised in any particular part of a Facility.
- 4.4 Despite clause 4.3 of these Special Conditions,
 - a. it is mandatory for Mature Junior Members to only access and use the sports halls, squash courts and tennis courts with their Guardian; and
 - b. even though it is not mandatory for Mature Junior Members to access the Facilities accompanied by and under the supervision of their Guardian, it is strongly recommended that they do so to avoid any risk of injury or other risks which may result from lack of supervision.
- 4.5 Guardians accompanying a Junior Member will be responsible for overseeing and protecting the general welfare of Junior Members whilst they are in a Facility.
- 4.6 Unigym staff will not be responsible for supervising Junior Members (including Mature Junior Members) other than where they are doing so as a result of the Junior Member's participation in a Unigym Activity in which case such supervision will be limited to guidance in relation to the particular Unigym Activity and will not extend to general supervision.
- 4.7 Despite the fact that it is not compulsory under these Special Conditions for Mature Junior Members to be accompanied and supervised by their Guardian when they use the Facilities or participate in Unigym Activities, Unigym strongly recommends that they are so accompanied and supervised to avoid any risk of injury or other risks which may result from lack of supervision.
- 4.8 Mature Junior Members and their Guardians agree that if Mature Junior Members use the Facilities or participate in Unigym Activities without their Guardian in attendance, and they suffer an injury or loss as a result of no supervision being provided, they will release Unigym from liability from, and will not make any claim or demand against Unigym whether in contract or in tort in relation to risks to which the Mature Junior Member has been exposed as a result of inadequate or no general supervision or oversight being provided by Unigym.

5. Restrictions on use of Facilities and involvement in Unigym Activities

- 5.1 Junior Members may only participate in the Unigym Activities and use the weight training equipment in the weights/cardio rooms in the relevant Facility as prescribed in this clause 5.
- 5.2 Junior Members aged 12-13 may only:
 - a. participate in Unigym fitness classes designated and approved in advance by Unigym with the Guardian in attendance; and
 - b. use cardio and light hand weight and body weight training equipment in the weights/cardio room:
 - pursuant to and strictly in accordance with a program prescribed by a Unigym staff member; and
 - accompanied by and under the direction and supervision of their Guardian.

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- 5.3 Junior Members aged 14-15 may:
- participate in Unigym fitness classes designated and approved in advance by Unigym and with their Guardian in attendance; and
 - use all cardio and weight training equipment in the weights/cardio rooms:
 - pursuant to and strictly in accordance with a program prescribed by a Unigym staff member; and
 - accompanied by their Guardian.
- 5.4 Mature Junior Members may:
- participate in all Unigym fitness classes; and
 - use cardio and weight training equipment in the weights/cardio room pursuant to and strictly in accordance with a program prescribed by a Unigym staff member.
- 5.5 Despite clauses 5.1 - 5.3, Unigym may in its absolute discretion authorise participation by Junior Members in Unigym Activities programs without requiring the attendance by or supervision of their Guardian in certain circumstances. Where Unigym does so, it may charge extra fees as such activities may require closer supervision of Junior Members by Unigym staff.

6. Independent Activities

- 6.1 Unigym is unable to agree on behalf of Independent Providers that Junior Members may participate in Independent Activities which they offer from the Facilities and Unigym recommends that Junior Members seek their agreement to participation before they apply for membership.

7. Change of Status

- 7.1 You agree to advise Unigym in writing where you are no longer enrolled as a student at your school (including where enrolment has been cancelled, suspended or you have withdrawn) within 20 business days after enrolment has ceased.

8. Misleading information

- 8.1 If Unigym becomes aware that you have been false or misleading in respect of your membership application or current details, including where:
- you present a student card in support of your application for Junior discount rates but you are not at that time actually enrolled student; or
 - you cease being a student but you do not advise Unigym of the same in accordance with clause 7.1. then Unigym may cancel your membership with immediate effect.
- 8.2 Where your membership is cancelled under clause 8.1, it may jeopardise any application you make for any Unigym membership in future.

9. Refunds and charges applicable on cancellation

- 9.1 Where your FTM is cancelled under clause 8.1 of these Junior Membership Special Conditions, clause 4.1 of the FTM Special Conditions will apply.

