

UTAS STAFF / SALARY SACRIFICE MEMBERSHIP

SPECIAL TERMS AND CONDITIONS

VERSION 1.1



These terms and conditions (**UTAS Staff Conditions**) will apply where you are a UTAS employee who is eligible to salary sacrifice and you have selected to salary sacrifice your Unigym membership fees.

1. Eligibility

- 1.1 All UTAS staff members (including full time, contract, part time and casual) are entitled to Unigym memberships at the discounted rates set out on the application form and increased from time to time in accordance with the General Conditions.
- 1.2 You must present your current staff card as evidence of your eligibility:
 - a. on submitting your application for any type of membership;
 - b. where these Special Conditions require you do so; and
 - c. where a Unigym staff member requests to see it.

2. Payment of membership fees by Salary Sacrifice

- 2.1 All UTAS staff members with the exception of casual staff may make the following arrangements for payment of your membership fees by salary sacrifice:
 - a. you may arrange for any of the FTMs to be paid in one up front lump sum deduction from your salary (**Staff FTM**); or
 - b. you may arrange for fortnightly salary sacrifices in which case you will be deemed to have a fortnightly periodic membership (**Staff Fortnightly Membership**).
- 2.2 You acknowledge that where you sign and submit the application form on the basis that your fees will be paid by way of salary sacrifice, the salary payable to you by the UTAS will be reduced by the amounts indicated on the application form. Superannuation benefits will continue to be based on your salary before the reduction.
- 2.3 You acknowledge and agree that these salary sacrifice arrangements:
 - a. will be revoked automatically if taxation legislation removes the option to pay your membership fees by salary sacrifice; and
 - b. will be revoked where your employment with the UTAS ceases.
- 2.4 You understand that your membership (either Staff FTM or Staff Fortnightly Membership) will entitle you to access the Facilities and general Unigym Activities but that personal training is not included and will be covered under other Special Conditions.

3. Payment of Up Front Salary Sacrifice

- 3.1 Where you have selected a Staff FTM, the total FTM fee for your category of membership will be deducted from your first available pay after your application is processed.

4. Payment of Staff Fortnightly Membership

- 4.1 Once your application for Staff Fortnightly Membership is accepted and processed, the following amounts will be deducted from your first available pay:
 - a. an establishment fee of \$75; and
 - b. two fortnightly membership fees in advance.Thereafter, the applicable fortnightly membership fees will be deducted directly from your salary in advance.

5. Health Screen and updating status

- 5.1 If your Staff FTM expires and you wish to take up another FTM, you will be required to complete a fresh Health Screen no matter what the length of your previous FTM.
- 5.2 If you have a Staff Fortnightly Membership, you must also complete a Health Screen between 1 and 31 January in each year you are a member.
- 5.3 If you do not fill out a Health Screen as required Unigym may cancel your Staff FTM or Staff Fortnightly Membership.
- 5.4 Your staff card must be presented whenever you apply for a new FTM or when you undertake your Health Screen between 1 and 31 January (whichever is applicable).

6. Your cancellation of your Staff FTM

- 6.1 You may cancel your Staff FTM prior to the expiry of the applicable fixed term by providing Unigym with written notice but only in the following circumstances will a refund apply:
 - a. if a change referred to in clause 1.3 of the General Conditions has occurred and Unigym has formed the view (based on information provided by you) that it is not possible for you to enjoy the membership benefits that you have enjoyed before the change;
 - b. you have a 6 or 12 Month FTM with at least 4 months to run and clause 8.3(a) or 8.4 of the General Conditions applies; or
 - c. you have a 12 Month FTM with at least 4 months to run and clause 8.3(b) or 8.4 of the General Conditions applies.
- 6.2 If you cancel your Staff FTM in accordance with clause 6.1 then, a refund will be available which will be equal to the Staff FTM fees paid to Unigym via salary sacrifice minus:
 - a. an exit fee of \$35;
 - b. a pro rata amount equivalent to Staff FTM fees for the time you have been a member; and
 - c. the cost of any additional Unigym Activities supplied to you but not yet paid for;
 - d. any other outstanding amounts owing to Unigym.

7. Unigym's cancellation of your Staff FTM

- 7.1 If Unigym cancels your Staff FTM before the expiry of the relevant term pursuant to clause 8 of the General Conditions, then the arrangements set out in clause 6.2 above will apply except where your membership has been cancelled for:
 - a. damaging the Facilities or stealing the equipment; or
 - b. damaging or stealing the belongings of other users of the Facilitiesin which case Unigym may in its discretion refuse to refund any of the Staff FTM fees you have paid. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.

8. Your cancellation of your Staff Fortnightly Membership

- 8.1 Subject to this clause 8, you may cancel your Staff Fortnightly Membership without reason by filling out a cancellation form and bringing it in to a Unigym Facility at any time.

- 8.2 Unigym will endeavour to give effect to the cancellation as soon as possible after it receives your cancellation form, but you acknowledge that it may take up to 30 days after receipt of the form (or up to 45 days if the notice is given less than 30 days prior to the Christmas or Easter holiday periods) to give effect to the cancellation (**Cancellation Period**).
- 8.3 During the Cancellation Period, fortnightly deductions from your salary will continue up to a maximum of 2 deductions over the normal 30 day Cancellation Period but up to a maximum of 3 over a holiday Cancellation Period. If any salary deductions are made in addition to these, they will be refunded to you.
- 8.4 You may enjoy your membership entitlements until such time as your membership actually expires (ie one fortnight after the last deduction from your salary is made). It is recommended that you check your pay roll details (for example on web kiosk) over the Cancellation Period to ascertain whether a deduction has been made.
- 8.5 In addition to the fortnightly deductions payable until cancellation takes effect, you will also be required to pay the following amounts in cash or by credit card when you deliver your cancellation form to Unigym:
- an amount for any Unigym Activities supplied to you but not paid for at the time of cancellation; and
 - any other outstanding amounts owing to Unigym.
- 8.6 If you cancel your Staff Fortnightly Membership and later seek to rejoin you will be required to pay the establishment fee of \$75.

9. Unigym's cancellation of your Staff Fortnightly Membership

- 9.1 Where Unigym cancels your Staff Fortnightly Membership under the General Conditions, clause 8 of these Special Conditions will apply to the calculation of amounts payable by you in such circumstances except where your membership has been cancelled for:
- damaging the Facilities or stealing the equipment; or
 - damaging or stealing the belongings of other users of the Facilities

in which case Unigym may in its discretion refuse to waive the \$35 exit fee which would otherwise apply under clause 8.6. This will be additional to any rights Unigym has to seek to recover amounts from you in respect of the damage or loss you cause.

10. Time Stoppage of your Staff FTM

- 10.1 If you have taken out a 6 or 12 Month Staff FTM, you will be entitled to one free time stoppage of up to 6 weeks on provision of a medical certificate which Unigym reasonably accepts as evidence that you will be unable to enjoy your membership benefits for the period for which you apply for the time stoppage.
- 10.2 If you have a 12 Month Staff FTM, you will also be entitled to one time stoppage of up to 6 weeks for any other reason for the fee outlined on your application for a time stoppage.
- 10.3 The time for which your membership has been stopped in accordance with clause 6.1 or 6.2 will be added on to your Staff FTM.

11. Time Stoppage of your Staff Fortnightly Membership

- 11.1 If you wish to suspend payment of your fortnightly payments for reactivation at a later point, you may only do so where you propose to take leave from employment for a period exceeding 6 weeks and:
- you give Unigym (in addition to Human Resources) as much written notice of the proposed leave as possible (and in any event at least 30 days); and
 - you negotiate alternative arrangements prior to the leave being taken.

12. Change of status

- 12.1 You agree to advise Unigym in writing where you are no longer employed as a UTAS staff member within 20 business days after employment has ceased.
- 12.2 Where you are no longer a UTAS staff member and you have a Staff Fortnightly Membership or Direct Debit / Monthly Membership, the discount staff rates will no longer apply and unless you agree to transfer to the non-discounted rates then Unigym may cancel your membership.
- 12.3 If Unigym becomes aware that you have ceased being a UTAS staff member but you have not advised Unigym in accordance with clause 12.1, then Unigym may cancel your membership with immediate effect.

13. Inconsistency between these Special Conditions and other Special Conditions

- 13.1 These UTAS Staff Special Conditions assume that you will elect to pay for your membership via salary sacrifice but you may nevertheless elect to pay otherwise.
- 13.2 Where you elect to pay for your membership otherwise than by salary sacrifice, then the FTM Special Conditions and Monthly Membership / Direct Debit Special Conditions will apply to your chosen method of payment and the refunds and charges on cancellation, and those conditions will override these UTAS Staff Special Conditions to the extent that there is any inconsistency.
- 13.3 Other than as provided in clause 13.2, these UTAS Staff Special Conditions will prevail over the other Special Conditions.

14. Transfer of membership

- 14.1 Neither of your Staff FTM nor your Staff Fortnightly FTM is transferrable.

15. UTAS Staff Members with Disabilities

- 15.1 Where you have a disability, you must disclose:
- full details of the disability in the Health Screen;
 - the proposed Unigym Activities or Independent Activities in which you propose to participate or the Facilities which you propose to use; and
 - whether assistance from another person will be required to enable you to participate in the relevant activity and if so, whether you will make your own arrangements for that assistance from another person (**Carer**).
- 15.2 Where you need assistance to participate in a Unigym Activity, an Independent Activity or to use the Facilities and you have made arrangements for assistance to be provided by a Carer, the Carer must attend the Facilities with you and assist you in that regard.
- 15.3 Unigym may be able to provide you with assistance to participate in Unigym Activities or to use the Facilities whether such assistance will be available will depend upon:
- the nature and extent of the assistance required;
 - the staff resources and experience in the relevant Facility at the times at which the assistance is required.
- 15.4 Assistance which is provided by Unigym further to clause 15.3 will be charged at the standard costs applicable to the relevant staff member's time.



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