



ANU Sport and Recreation  
Association Inc.  
19 North Road  
The Australian National University  
Acton ACT 2601  
T: 02 6125 2273  
sport@anu-sport.com.au  
www.anu-sport.com.au

## CONDITIONS OF MEMBERSHIP

Members must comply with the following conditions of use and all directions given by ANU Sport and its staff.

### **Membership Arrangements**

1. ANU Sport may approve, refuse or cancel the membership of any person at its absolute discretion.
2. Membership of the ANU Sport Fitness Centre does not itself confer upon any member any interest in the assets of the Fitness Centre or ANU Sport or any right to participate in the management of the Fitness Centre or ANU Sport.
3. Members may only use ANU Sport's Fitness Centre during the hours determined by the Management of ANU Sport ("Operating Hours") subject to these conditions.
4. ANU Sport may close the Fitness Centre, alter operating hours, change or add to those conditions or other rules of use at any time without notice. Each member agrees to be bound by any changes or addition to these conditions or other rules of use. If ANU Sport changes or adds to these conditions, then they will be prominently displayed at the Fitness Centre.
5. Persons under the age of 16 will not be permitted in the Fitness Centre areas at any time. Persons under the age of 17 will only be considered eligible for entry to ANU Sport Fitness Centre membership if accompanied by a parent or legal guardian and with approval from ANU Sport Management.
6. All members are bound by any changes to the Membership Terms and Conditions that occur during the term of their membership. The most up-to-date version can be found at <https://www.anu-sport.com.au/fitness-centre/terms-conditions>.

### **Health Requirements**

7. Members must complete the pre-exercise questionnaire prior to entering into a membership agreement. ANU Sport retains the right to refuse any individuals from becoming a member of ANU Sport Fitness Centre if deemed to be at risk, without medical clearance.
8. Each member warrants that all information supplied in their application is accurate, they are medically able to participate in physical exercise by way of the Fitness Centre's facilities and they are not aware of having any physical or medical condition that may be aggravated through their use of the Fitness Centre facilities.
9. Members are obliged to inform ANU Sport of any new injuries or conditions they sustain or acquired within the duration of their Fitness Centre membership, which may require a medical clearance prior to continuing any activities at the Fitness Centre.
10. Members have the right to make complaints to the Health Services Commissioner under the Human Rights Commission Act 2005.

### **Entry Requirements**



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11. Members MUST scan their valid membership card at ANU Sport reception before entering the Main Gym, Strength & Conditioning Gym or Group Fitness Classes. Members must also produce said card, whilst in the Fitness Centre upon request of ANU Sport staff.

12. Members with an 'Off-Peak' membership are only entitled access to the facilities before 2pm each day. Members with a 'Full' membership have access across all ANU Sport Fitness Centre operating hours. All members are bound by ANU Sport operating hours as discussed in section 3 of the ANU Sport Conditions of Membership.

13. Members must always wear appropriate attire whilst exercising in the facility (e.g. Track pants, shorts, t-shirts and singlets). Shoes MUST always be worn. Thongs, sandals, Crocs or bare feet are not permitted.

14. Members found to be granting gym admission to individuals without memberships will have their membership cancelled.

### **Membership Administration**

15. A member must immediately notify reception at ANU Sport Fitness Centre if the member loses their membership card. A \$5 charge will be levied for the cost of a replacement card.

16. The failure to use the Fitness Centre does not entitle the member to a rebate or refund on any fees paid.

17. The failure to cancel an ongoing membership after the minimum contract period has passed does not entitle a member to a rebate or refund on any fees paid.

18. For details on cancelling a Direct Debit membership, please refer to the Direct Debit Service Agreement which can be found at <https://www.anu-sport.com.au/fitness-centre/terms-conditions>.

19. Refunds or deferral of membership will only be considered in circumstances pertaining to sickness or physical incapacity.

20. Members are given a 7 day "Cooling off" period from the date of signing their membership application, during which time they may withdraw and terminate their application. Applications for termination must be made in writing to ANU Sport within the 7-day cooling off period. A \$30 admin fee will be deducted from the refund amount for an Upfront membership that is cancelled during this period.

21. Memberships can be suspended for a minimum of 7 days and a maximum of 90 days per application, depending on membership type. A completed suspension form is required for every request. See Suspension Guidelines for further details.

22. Annual price increases may be implemented on January 1 of each year after approval from the ANU Sport Board.

23. All memberships are non-transferable.

### **Member Behaviour**

25. Inappropriate language or conduct including excessively loud behaviour such as grunting, yelling or screaming that may interfere with other members is not permitted (at the discretion of ANU Sport staff).

26. Any forms of harassment or bullying of other members or staff will not be tolerated and will result in immediate suspension or cancellation of offending party/parties' membership.

27. All members must use towels on all mats and training equipment during gym workouts. This requirement will be strictly monitored. Members who do not bring a towel are required to purchase or hire one from ANU Sport reception or will be refused entry.



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28. Members must not take bags into the Main Gym area.
29. Members must not monopolize equipment for extended periods and must comply with time limits determined by ANU Sport. This rule extends to the Cardio Theatre which has an absolute 30-minute limit per machine.
30. Members MUST use retainer collars on all lifting bars, unload ALL lifting bars after use and return ALL weights to their appropriate storage area after use.
31. Members must not transfer equipment between rooms of the Fitness Centre without prior approval from staff.

### **Indemnity**

32. Each member uses the ANU Sport Fitness Centre and its facilities at their own risk.
33. Each member indemnifies and releases ANU Sport from any claim arising as a result of the member's use of the Fitness Centre, its facilities or any advice given by ANU Sport staff.
34. Members agree to have their images used in promotional and other business-related material.

### **ANU Sport Membership**

35. Excluding 'General' Fitness Centre membership holders, all Fitness Centre members are also members of ANU Sport. Details of what this entitles you to can be found in the ANU Sport constitution, section 11. The constitution can be found at <https://www.anu-sport.com.au/about-us/governance>.

### **In these conditions:**

ANU Sport means the Australian National University Sport and Recreation Association Inc., its employees, officers, contractors and agents.

Member refers to a person who has become a member of the ANU Sport Fitness Centre.

The above Conditions of Membership follow the regulations stipulated in the Australian Capital Territory Fair Trading (Fitness Industry) Code of Practice 2009.

### **Direct Debit Service Agreement**

The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

### **Definitions**

- account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- agreement means this Direct Debit Request Service Agreement between you and us.



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- banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- debit day means the day that payment by you to us is due.
- debit payment means a particular transaction where a debit is made.
- direct debit request means the Direct Debit Request between us and you.
- us or we mean ANU Sport (the Debit User) you have authorised by signing a direct debit request.
- you means the customer who signed the Direct Debit Request.
- your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

#### 1. Debiting your account

By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request

If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.

If you are unsure about which day your account has or will be debited, you should ask your financial institution.

#### 2. Amendments by us

We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.

#### 3. Amendments by you

You may terminate this agreement after two (2) consecutive debits have been made by providing us with at least fourteen (14) days' notifications by writing to: [sport@anu-sport.com.au](mailto:sport@anu-sport.com.au).

#### 4. Your obligations

It is your responsibility to ensure that there are sufficient funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

If there are insufficient funds in your account to meet a debit payment:

- (a) you will be charged a \$10.00 rejection fee.



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(b) you must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment. You should check your account statement to verify that the amounts debited from your account are correct

#### 5. Dispute

If you believe that there has been an error in debiting your account, you should notify us directly via email at [sport@anu-sport.com.au](mailto:sport@anu-sport.com.au) and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up with your financial institution direct.

If we conclude because of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

#### 6. Accounts

You should check:

(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.

(b) your account details which you have provided to us are correct by checking them against a recent account statement; and

(c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

#### 7. Confidentiality

We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction, or disclosure of that information.

We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### 8. Notice



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If you wish to notify us in writing about anything relating to this agreement, you should email [sport@anu-sport.com.au](mailto:sport@anu-sport.com.au)

We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting.

### **Membership Suspension Guidelines**

1. Minimum of 7 days and a maximum of 56 days per suspension for 12 month memberships. Minimum of 14 days and a maximum of 90 days per suspension for anytime opt-out memberships
2. Ongoing memberships have a maximum of 90 days of suspension per calendar year. Unused suspension days do not roll over.
3. Upfront memberships have a maximum of 56 days suspension per contract.
4. A minimum of 3 days written notice is required when requesting a suspension.
5. Suspended period is calculated inclusive of the dates listed.
6. The member's payments will be automatically re-activated after their suspension period has been completed.
7. Depending on the days the suspension falls on, direct debit members may be charged a pro-rata amount during their suspension.
8. The number of days suspended will be added onto the end of the member's current membership contract or minimum expiry.
9. Membership suspension will not be authorized if membership payments are outstanding.
10. Requests for suspensions via phone will not be accepted.