

MEMBERSHIP TERMS AND CONDITIONS (Effective 22 January 2024)

This document outlines Your rights and responsibilities relating to Your use of the UQ Sport Facilities. It also relates to Your authority to Us to directly debit Your nominated bank account or credit card for any instalments or fees due under this Agreement.

1. DEFINITIONS

In this Agreement:

Agreement means the Membership Form, these Terms and Conditions, the Direct Debit Request and the Conditions of Entry contained in Schedule 2.

Business Day means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.

Commencement Date means the date specified as such on the Membership Form.

Direct Debit Request means the section on the Membership Form completed by You, and the separate Ezidebit Direct Debit Request Form completed by You.

Facilities means the facilities that You are permitted to use according to the "Membership Type" shown on the Membership Form, as set out in the UQ Sport Membership Options section of the Membership form and clause 6.

Instalment Amount means the fortnightly debit amount described on the Membership Form.

Direct Debit start up fee means the \$6 fee described as such on the Membership Form.

Membership Fees means the fees set out in the Membership Form that are payable by You for the use of the Facilities.

Membership Form means the Membership Form completed by You, to which these Terms and Conditions are attached.

Minimum Term means the minimum number of payments (13 fortnightly Direct Debit payments) described in the "Payment Details" section of the Membership Form. The Minimum Term will begin on the Commencement Date.

Termination Fee means an amount equal to the Instalment Amount multiplied by 9, less the Instalment Amounts paid up to the date of termination.

"We", "Us" or "Our" means UQ Sport Limited ACN 135 537 183 of Building 25, Union Road, St Lucia, Queensland 4067.

Website means www.uqsport.com.au.

"You" or "Your" means the person described in the "Member Details" on the first page of this Agreement and includes Your parent or guardian if You are under 18 years of age.

2. LEGALLY BINDING AGREEMENT

Subject to clause 5.1, this Agreement is legally binding on You for the Minimum Term and any period after the expiry of the Minimum Term during which You continue to use the Facilities.

3. TERM

This Agreement will commence on the Commencement Date and continue for the Minimum Term and any period after the expiry of the Minimum Term during which You continue to use the Facilities, unless terminated earlier in accordance with this Agreement.

4. FEES

a. It is a condition of this Agreement that You pay the Membership Fees either by an up-front lump sum payment or by direct debit, by completing the Direct Debit Request. All queries about the direct debit billing service should be directed to Us. You can contact Us by:

- i. attending Our office at Building 25, Union Road, St Lucia, Queensland 4067;
- ii. telephoning Us on 07 3365 6612; or

b. You must pay the Direct Debit start up fee on or before the Commencement Date.

c. If You elect to pay Your Membership Fees by direct debit, You agree that We will deduct the Instalment Amount from Your nominated bank account every second week commencing on the date specified on the Direct Debit Form until this Agreement is terminated in accordance with its terms. If the due date for payment falls on a day that is not a Business Day, the Instalment Amount will be drawn on the Business Day immediately prior to the scheduled debit day.

d. It is Your responsibility to ensure that You have sufficient funds available in Your nominated account to pay each Instalment Amount when due.

e. It is Your responsibility to ensure that the authorisation to draw money from Your nominated account is identical to the account signing instructions held by Your financial institution.

f. The Membership Fees include any amounts payable on account of GST. If there are any changes to the GST (for example the rate of GST changes), We reserve the right to change the Membership Fees such that the amount received by us after accounting for GST is not reduced as a result of the change in GST. We will give you 30 days prior written notice of any such change.

g. A one-off Direct Debit start up fee (including GST) is payable by You on signing the Membership Form to establish the direct debit facility.

h. If You require a replacement access card for any reason, You must pay a fee of \$8.00 for the issue of a replacement access card.

i. If You request Us to provide additional services to You (for example, personal training services), You will be required to pay the fees associated with those services to Us, in addition to Your Membership Fees. The price for those additional services is available on Our Website.

j. We may increase the Membership Fees after the expiry of the Minimum Term by giving You 30 days' written notice delivered to Your last known address. You may terminate this Agreement if You do not agree to pay the increased Instalment Amount. If You wish to terminate this Agreement in accordance with this clause, You must give Us written notice of such termination within 14 days after the date of the Our notice advising You of the increased Instalment Amount. This Agreement will terminate on the date that We receive Your notice.

k. If You do not terminate this Agreement in accordance with clause 4(j) above, this Agreement will remain in force and the Instalment Amount will increase on the date that is 30 days after the date of Our notice.

5. TERMINATION OF THIS AGREEMENT

5.1 Cooling Off Period

This Agreement is subject to a cooling off period: The cooling off period will commence on the day that you sign the Application Form and will expire 48 hours later. If You wish to terminate this Agreement during the cooling off period,

You must give Us written notice of termination before the cooling off period expires. On receipt of that notice We will refund any money paid by You within 21 days of termination, less:

- a. any fees for fitness services supplied to You before termination; and
- b. the Direct Debit start up fee (being our administration fee in connection with the termination of your membership).

5.2 Permanent Sickness or Physical Incapacity

a. You may terminate this Agreement if You cannot use the Facilities due to suffering permanent sickness or physical incapacity. If You wish to terminate this Agreement due to Your permanent sickness or physical incapacity, You must provide written notice of termination to Us, together with a medical certificate from a registered medical practitioner stating that You cannot use the Facilities because of Your permanent sickness or physical incapacity.

b. If You terminate this Agreement in accordance with this clause, We will refund any money paid by You that represents the unused portion of the Membership Fees paid within 21 days after termination, less:

- i. any amount due to Us for unpaid fitness services provided to You prior to termination; and
- ii. the Direct Debit start up fee (being our administration fee in connection with the termination of your membership).

5.3 Breach by Us

If You consider that We have breached this Agreement, You may give us written notice of the breach. You must allow Us a reasonable time in which to rectify the breach. If We do not rectify the breach complained of within the reasonable time specified in Your notice, You may terminate this Agreement by written notice to Us. Following such termination, You will be entitled to a refund of any Membership Fees paid that relate to the period after termination.

5.4 Other termination

You may terminate this Agreement other than as set out above by completing the online form at www.uqsport.com.au/memberships. If:

- a. You terminate this Agreement during the Minimum Term (other than for Our breach) - You must pay the Membership Fees up to and including the date of termination and the Termination Fee; or
- b. You terminate this Agreement after the Minimum Term has expired (13 fortnightly Direct Debit payments). You must give Us 30 days' written notice of termination and pay the Membership Fees up to and including the date of termination.

Termination of this Agreement will be effective by the date that is 14 Business Days after the date that You submit the online form.

5.5 Termination by Us

- a. We may terminate this Agreement:
 - i. following the expiry of the Minimum Term on not less than 30 days' written notice to You; or
 - at any time by written notice to You if You breach the terms

of this Agreement. Before terminating this Agreement for Your breach, We will give You a warning that You have breached this Agreement and We will give You a reasonable time in which to rectify the breach (except in the case of serious breach, which may result in immediate termination without warning). If You do not rectify the breach, or You continue to breach the terms of this Agreement after receiving the warning, We may suspend your membership or terminate this Agreement.

b. For the purposes of this clause, a serious breach will be deemed to have occurred if You commit an illegal act, assault or abuse (physically or verbally) another member or any staff at the Facilities, You breach the privacy of another member or any staff or You allow another person to access the Facilities using Your access card.

5.6 Continuing Agreement

This Agreement under Direct Debit arrangement is an ongoing Agreement. This means that following the expiry of the Minimum Term, this Agreement will continue on a month to month basis until terminated by You or Us in accordance with this Agreement.

6. FACILITIES

a. The Facilities that you may access in connection with Your Membership Type (as shown on the Application Form) are set out in the UQ Sport Membership Options section of the Membership Form. You may access and use these Facilities in accordance with this Agreement for the term during normal business hours for the particular Facilities. These business hours are available on the Website.

b. You must swipe or present Your access card at entry every time You attend a Facility. Failure to present Your access card may result in access being denied.

c. If You allow a non-member to use Your access card to enter the Facilities We may elect to terminate this Agreement by notice in writing to You.

d. We will use Our reasonable endeavours to make the Facilities available to You for use during usual hours of business for the Facilities. However, You acknowledge that:

- i. to keep the Facilities and equipment in good and safe order and condition, We may temporarily restrict the availability of certain services and equipment from time to time for the purposes of cleaning, repairs and maintenance. When this occurs We will, where possible, provide reasonable notice (except in an emergency, when no notice is required) on the notice boards at the relevant Facilities and We will use Our reasonable endeavours to ensure that the closed part of the Facilities or equipment is re-opened or made available for use as soon as possible;
- ii. due to decreased demand, We may close the Facilities or operate on reduced business hours due to University holidays; and

- iii. We may change the opening hours of any of the Facilities or the group exercise timetables from time to time as may be reasonable in accordance with the demand for those particular services. We will give You reasonable notice of any such changes by displaying notices at a prominent place at the particular Facility and by publishing any changes on Our Website.
- iv. At times, our facilities may not be accessible due to high demand, special events or planned and unplanned urgent maintenance. Access to classes or bookable spaces is subject to availability.
- i. We have recommended that You seek medical advice prior to commencing a new exercise program;
- ii. neither We nor Our staff gave You medical advice before using the Facilities and neither We nor our staff can give You medical advice after You use the Facilities; and
- iii. if You have any medical concerns now or after commencement of this Agreement, You must discuss those concerns with Your doctor before using the Facilities.
- b. Subject to clause 13(c), You acknowledge and agree that neither We nor Our employees, agents or contractors will be responsible or liable for (and You forever release Us from, hold Us harmless and waive all rights in respect of) any loss, damage, expense, liability, action, claim or proceeding suffered or incurred by You or any other party in connection with Your use of the Facilities as a result of:
 - i. death;
 - ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - iii. the contraction, aggravation or acceleration of a disease; or
 - iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that may be harmful or disadvantageous, or may result in harm or disadvantage, to You or another person.
- c. A copy of Our Privacy Policy can be obtained at www.uqsport.com.au/privacy-policy.
- d. This Agreement will be governed by the laws of Queensland.
- e. You must advise Us of any change to Your address, phone number or other contact details.
- f. If You are required to give Us a notice under this Agreement, You must give that notice:
 - i. by completing the online form, if required under this Agreement; or
 - ii. by handing or posting a written notice to Us at Building 25, Union Road, St Lucia, Queensland 4067.

10. DAMAGE TO THE FACILITIES

You must pay for any damage if You willfully or negligently cause damage to the Facilities or any property in the Facilities.

11. SUSPENSION

- a. You may ask Us to suspend Your membership from time to time by completing the direct debit suspension form at www.uqsport.com.au/memberships at least 14 Business Days prior to the commencement of the suspension period.
- b. You may suspend Your membership for a minimum of 1 week at a time so long as the total time suspended does not exceed:
 - i. for a 4 month up-front membership - 1 week;
 - ii. for a 12 month up-front membership - 4 weeks;
 - iii. for an ongoing direct debit membership - 16 weeks in any 12 month period.
- c. If You suspend Your membership, You must pay a suspension fee of \$10 (for UQ students and staff) or \$20 (for the general public) for any period of suspension.
- d. Any period of suspension will be added onto the Minimum Term of the Agreement.
- c. Clause 13(b) does not apply to the extent that You suffer significant personal injury that is caused by Our reckless conduct. Our conduct is deemed to be reckless if We are aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and We engage in the conduct despite the risk and without adequate justification.
- d. You agree to indemnify Us and Our employees, agents and contractors from and against any loss, damage, expense, liability, action, claim or proceeding suffered or incurred by Us in connection with Your negligent or wilful use of the Facilities or Your breach of this Agreement, except to the extent that the loss, damage, expense, liability, action, claim or proceeding is caused by Our negligent or wilful conduct.

12. TRANSFER AND ASSIGNMENT

12.1 Transfer by You

Transfer of Your rights and obligations under this Agreement by You to a third party is not permitted.

12.2 Transfer by Us

We may:

- a. assign or novate this Agreement to a third party without your consent in the event that the Facilities the subject of this Agreement are sold to that third party; or
- b. relocate a Facility to another site within a 5 kilometre radius of the current address for the Facility as at the Commencement Date.

If either of those things occur, this Agreement will continue on foot and You may not terminate this Agreement, unless you can demonstrate to Our reasonable satisfaction that it is unfair or unconscionable for Us (or the assignee or transferee under clause 12.2(a)) to continue to enforce this Agreement, or You are materially prejudiced by the change.

13. DAMAGE AND PERSONAL INJURY

- a. To the extent permitted by law, You agree that Your use of the Facilities is at Your own risk. You acknowledge that Your use of the Facilities may involve physical exertion and physical risk and could result in death, physical or mental injury, the contraction of a disease or any other condition, circumstance or impairment that is harmful or disadvantageous to You.

14. GENERAL

- a. In the event that any part of this Agreement is or becomes void or unenforceable, then that part will be severed from this Agreement with the intention that, to the extent possible, the balance of the Agreement will remain in full force and effect.
- b. Your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by Us:
 - i. to provide you with the services contemplated by this Agreement;
 - ii. to provide information about our business to a potential purchaser or transferee of any of the Facilities, provided that the potential purchaser or transferee is under an obligation of confidentiality to us;
 - iii. to effect direct debit payments under this Agreement (which may involve providing your personal information to Our financial institution and/or Your financial institution); or
 - iv. otherwise as permitted by You or by law.

7. GENERAL CONDITIONS OF ENTRY

- a. To ensure that We are able to provide a high level of service in a safe, healthy and pleasant environment for all members to enjoy, it is a condition of this Agreement that You must comply with the Conditions of Entry contained in Schedule 2.
- b. We may amend the Conditions of Entry from time to time if necessary to ensure the safety and good operation of the Facilities, provided that the Conditions of Entry do not conflict with the terms of this Agreement. We will give You notice of any changes to the Conditions of Entry by displaying any changes in a prominent position at the relevant Facilities.
- c. We may make rules for the Facilities from time to time, provided that those rules do not conflict with the terms of this Agreement. You must comply with any rules that We make. Any new rules or changes to the rules will be displayed in a prominent position on a noticeboard at the relevant Facilities for a period of 2 months.

8. LOCKERS (WHERE PROVIDED)

- a. All items stored in the lockers are at Your risk and to the extent permitted by law, We do not accept responsibility for personal items that are lost, damaged or stolen from the Facilities.
- b. Bags are not permitted in the Facilities unless placed in the designated storage areas provided.

9. YOUR AGE, HEALTH AND PHYSICAL CONDITION

- a. All members must be a minimum of 16 years of age. All minors under the age of 18 must have a guardian or parent co-sign the Membership Form. No person under the age of 16 is allowed in the Facilities unless accompanied by a guardian or qualified instructor and that person has the consent of the Manager.
- b. You warrant to Us that unless specifically disclosed in writing to Us, You are 18 years of age or older at the time of signing, and You are not under any other legal disability that would prevent You from being legally bound under this Agreement.
- c. Your health and safety is important to Us. You must tell Us in writing if You are aware of any condition or risk that may affect Your ability to safely use the Facilities or to take part in an exercise or fitness program, prior to commencing to use the Facilities or commencing the exercise or fitness program. If You do not tell Us of any such condition or risk, We will be entitled to assume that You are not affected by such a condition or risk. You acknowledge that:

SCHEDULE 1 - EZIDEBIT TERMS AND CONDITIONS

DDR Service Agreement (Ver 1.7)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with the Debit Arrangement stated below and this Direct Debit Request and as per the Ezidebit DDR Service Agreement (Ver 1.7) provided.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

- (1) there is a public or bank holiday on the day of the debit, or any day after the debit date;
 - (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
 - (3) a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card Payments

I/We acknowledge that Ezidebit will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debit collection agency for the purposes of debt collection or as otherwise required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debit collection agency for the purposes of debt collection or as otherwise required or permitted by law. Ezidebit's Privacy Policy can be found at <http://www.ezidebit.com/au/privacypolicy/>

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

- a) Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
- b) my/our financial institution to release information allowing Ezidebit to verify my/our account details.

SCHEDULE 2 - CONDITIONS OF ENTRY

1. You must comply with these conditions of entry and follow instructions displayed within the Facilities or given by Us (and any person appointed by Us to manage the Facility) from time to time.
2. You must use the Facilities in accordance with Your membership or booking and, if applicable, strictly only between the times and the dates specified in Your booking.
3. You must not allow any person to use Your membership or student card to gain access to the Facility. Failure to observe this condition may result in eviction from the Facility and Your access rights being immediately cancelled.
4. You are responsible for the conduct of anyone participating with You.
5. Smoking is not permitted in this Facility, or on any University of Queensland campus or recognised site.
6. You must not litter or cause damage to the Facilities. We reserve the right to on-charge for any damage to the Facilities.
7. No alcohol, illegal or offensive substances or items, weapons, glass or sharp objects or oversized items of any kind are permitted in the Facilities.
8. The use of cameras, drones, audio or video recorders and other recording devices within the Facilities is strictly prohibited, unless We specifically advise otherwise.
9. It is a condition of entry that You consent to bag searches and We may confiscate prohibited items and items which in Our opinion may cause injury or a nuisance to other patrons using the Facilities.
10. Protect your valuables as thieves operate on campus despite security patrols and surveillance throughout the campus.
11. Surveillance cameras may be in use at this Facility.
12. Patrons under 16 years of age must always be accompanied and supervised by a responsible adult (aged 18 years and older).
13. You must not obstruct entry, exit or general movement of any person using any of the Facilities.
14. Animals are not permitted at any of the Facilities with the exception of assistance animals unless We specifically advise otherwise.
15. We may refuse entry to, or require a person to leave the Facility if the person is abusive, uses offensive language or inappropriate behaviour, is under the influence of drugs or alcohol, or the person's behaviour is threatening or offensive to others
16. We may evict or refuse entry to any person if such eviction or refusal is reasonably necessary to ensure the safety or comfort of other patrons of the Facilities.
17. We reserve the right to close the Facilities at any time without notice for, but not limited to, an emergency, due to current or potential extreme and/or inclement weather, or for maintenance and construction works.
18. You must promptly report to Us any health or safety concerns You become aware of while in the Facilities.
19. Report any incidents, injuries or near misses to Us.
20. You must wear appropriate attire for the activity and non-marking footwear at all times (footwear excepted in the pool).
21. You must not use Our equipment or the Facilities for any other purpose than the relevant sporting activity.
22. Unless otherwise approved by Us, only We are permitted to coach in this Facility.
23. You must carry your student card, membership card or have a valid casual pass or proof of booking when using the Facility.
24. Patrons assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises at this Facility. Patrons bring their personal effects into the Facilities at their own risk. We will not be responsible for any damage or loss or theft of a patron's personal property.
25. Observe and follow any other rules and signage in the Facility.

'You' and 'Your' refers to any patron who enters or uses the Facilities. 'We', 'Our' and 'Us' refers to UQ Sport Ltd. ACN 135 537 183, its employees, agents and contractors, and where the context requires, includes The University of Queensland.