

SALARY SACRIFICE AGREEMENT FOR SPORT UNE MEMBERSHIP FEES

This Agreement is made between UNE and the Staff Member in accordance with the Details and Terms as follows:

DETAILS	
UNE	Name The University of New England ABN 75 792 454 315 Address Armidale NSW 2351 Australia Contact HR Services Telephone (02)6773 3705 E-mail peopleandculture@une.edu.au
Staff Member	Name Staff Number Section Address Telephone Fax E-mail
Introduction	A. UNE and the Staff Member wish to enter a salary sacrifice arrangement for Sport UNE Annual Membership Fees. B. The Staff Member agrees and authorises UNE to make the Fortnightly Salary Sacrifice Payments for the Sport UNE Annual Membership Fees as selected below.
Sport UNE Annual Membership Fees	☐ CommunityMembership \$187.25x4fortnightlypayperiods = \$749 NOTE: SALARY SACRIFICE MEMBERSHIP CANNOT BE CLAIMED ON HEALTH FUNDS
Sport UNE Annual Membership Fees including Locker Hire	☐ CommunityMembership inc. Locker Hire \$230.25 x 4 fortnightly pay periods = \$921
Interest Rate	At the default rate charged by the Australian Taxation Office
Term	The membership option selected applies for a 12-month period from the date the membership is activated. Membership fees will be charged at the advertised rate applicable at the time the membership is taken out.

TERMS

1. SALARY SACRIFICE AND AUTHORITY TO PAY AND DEDUCT

The Staff Member authorises UNE:

- (a) to make the Fortnightly Salary Sacrifice Payments for the Sport UNE Annual Membership Fees until the Fees are fully paid; and
- (b) to deduct PAYG withholding tax from the Fortnightly Salary Sacrifice Payment and to remit it to the Australian Taxation Office.

2. TERM This Agreement continues for the Term of the annual Sport UNE Membership.

3. INDEPENDENT ADVICE The Staff Member acknowledges having sought or having the opportunity to seek independent financial, taxation and legal advice in relation to the salary sacrifice arrangement for the Sport UNE Annual Membership Fees set out in the Details.

4. END OF EMPLOYMENT If the Staff Member ceases employment with UNE she/he must pay any outstanding Fortnightly Salary Sacrifice Payments, Administrative Fees or PAYG withholding tax on the salary sacrifice arrangement (Outstanding Amount).

4.1 If the Outstanding Amount remains unpaid then it will become a debt payable by the Staff Member to UNE and attract interest at the rate set out in the Details.

The Outstanding Amount may in UNE's absolute discretion:

4.2

4.3

- (a) be deducted from any amounts due to the Staff Member upon cessation of her/his employment; and/or
- (b) be recovered as a debt in accordance with UNE's usual debt recovery procedures.

Staff Member

Date

HR Authorisation

Date

Please note: A physical signature is required to process your membership. Digital signatures cannot be accepted.

MEMBERSHIP FORM

University of New England
Sport UNE Drive, Armidale NSW 2351

Phone (02) 67733856
Email: sportune@une.edu.au
Web: www.sportune.com.au

ABN: 29 065 648 419



MEMBERSHIP FORM		RENEWAL ☐	
TITLE:	NAME:	GENDER:	
D.O.B:	EMAIL:		
MOBILE:			
EMERGENCY CONTACT NAME AND NUMBER:			
ADDRESS:			
CITY:	STATE:	POST CODE:	
MEMBERSHIP TYPE			
UNE STUDENT	STUDENT (OTHER)/ CONCESSION	COMMUNITY	UNE SALARY SACRIFICE (12 MONTHS)
LENGTH:			
3 MONTHS	6 MONTHS	12 MONTHS	12 MONTHS (DIRECT DEBIT)
OTHER:			
5 PACK PASS	10 PACK PASS	2 WEEK TRIAL (LOCAL RESIDENTS ONLY)	FITNESS PASSPORT
PAYMENT OPTION			
CASH	EFTPOS		

Membership Agreement

Sport UNE's Membership Agreement and Facilities Waiver are located on the reverse of this page, and online at www.sportune.com.au. I have read and understand the Membership Agreement and Facilities Waiver as they apply to my membership.

APPLICANT SIGNATURE:

DATE:

STAFF MEMBER:

ADDITIONAL MEMBERS

For "Additional Members" (To be completed by Applicant's Relative)

I hereby confirm that the applicant is my spouse/partner/child.

NAME: _____

SIGNATURE: _____ DATE: ____/____/____

PARENTAL/GUARDIAN CONSENT

To be completed by Guardian if Applicant is under 18 years of age

I am the legal Parent/Guardian of the Applicant and consent to membership of SportUNE and being bound by Sport UNE's policies, rules, regulations, and procedures that apply to the use of its facilities.

NAME: _____

SIGNATURE: _____ DATE: ____/____/____

CANCELLATION AND TIMESTOP POLICY FOR DIRECT DEBIT (EZIDEBIT)

Please make sure you have read, understood and completed the separate EziDebit agreement form, and noted the internal policy as outlined below.

Cancellation: Two weeks written notice is required to cancel any direct debit membership. If cancelled within your initial 12 month membership contract with EziDebit, a \$100 cancellation fee will be applied.

Timestop: Available for a minimum 2 week block, and for a maximum of 8 weeks total per year. A written request must be completed and received by SportUNE prior to your timestop to be valid.

GYM, POOL AND FACILITIES WAIVER

I hereby acknowledge and agree that:

WARNING

Physical activity could be dangerous and could result in me being injured or my death. I warrant that I am medically and physically fit to proceed with exercise. I declare that I have voluntarily read and understood this Warning, Exclusion of Liability and Release and Indemnity and accept and assume the inherent risk of injury in participating in pool use, weight training or the use of electronic 'cardio' training equipment in the SportUNE Gym or any other facility use at SportUNE.

EXCLUSION OF LIABILITY

Except to the extent that terms are implied into a contract for the sale of goods and services by the Trade Practices Act 1974 (Cth) or other legislation, and cannot by contract be excluded, I agree that in consideration of being allowed to utilise SportUNE facilities that the University of New England and SportUNE, their directors, officers, employees, agents or contractors are absolved from all liability however arising from any injury or damage however caused (whether fatal or otherwise) due to any act of negligence, breach of duty, default and/or omission on the part of SportUNE.

RELEASE AND INDEMNITY

In consideration of SportUNE permitting me to use SportUNE facilities without undertaking an accreditation, I:

1. Release and forever discharge the University of New England and SportUNE from all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that I may have or may have had but for this release arising from or in connection with my involvement in training in the SportUNE Gym or other SportUNE facilities; and
2. Indemnify the University of New England and SportUNE to the extent permitted under the Trade Practices Act 1974 (Cth) or otherwise by law in respect of any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses, as a result of or in connection with my involvement in training or using facilities at SportUNE whether caused or contributed to, directly or indirectly, by any act of negligence to the fullest extent permitted by law (other than gross negligence), breach of duty, default and/or omission on the part of SportUNE.
3. Agree to abide by SportUNE's rules, policies and procedures when using SportUNE facilities.

I HAVE READ, UNDERSTOOD, AGREE WITH AND ACKNOWLEDGE BY SIGNING, THE ABOVE WARNING, EXCLUSION OF LIABILITY AND RELEASE & INDEMNITY AND I ASSUME WITH FULL KNOWLEDGE THE DANGERS INHERENT IN MY PARTICIPATION AND DO SO AT MY OWN RISK.

SPORT UNE MEMBERSHIP AGREEMENT

If I am permitted to use SportUNE facilities, I acknowledge that I do so on the following terms:

1. The completion of a Pre-Exercise Screening Questionnaire is required by all new members or previous members whose membership has expired for a period of greater than twelve months.
2. It is the member's responsibility to provide SportUNE staff with all relevant medical history, including any restrictions, whether requested or not.
3. It is at the member's own risk that he/she uses Sport UNE's facilities, and members therefore agree to release, to the fullest extent permitted by the law, Sport UNE, its staff and agents, from all claims and demands of whatever kind which may arise from his/her use of Sport UNE's facilities.
4. It is the member's responsibility to observe and abide by SportUNE's rules, policies and procedures, as well as those directions given by SportUNE staff and agents.
5. Membership cards must be scanned/swiped at the Customer Service Reception desk before each visit to SportUNE's facilities. SportUNE staff reserve the right to ask members to leave if this is not adhered to.
6. Appropriate exercise attire and footwear must be worn whilst in the facility. A shirt or singlet must be worn at all times. Shoes must be fully enclosed. Unacceptable exercise attire includes denim, jeans, sandals, thongs, high-heeled shoes, etc.
7. Members must bring a towel to every workout. Personal hygiene must also be maintained at all times (this includes the use of deodorant).
8. Bags are to be left in lockers or baggage compartments provided.
9. Children under the age of fifteen (15) years are not permitted in the Gym and Group Fitness at any time. Special conditions apply for entry of patrons between aged 12 and 15 years.*
10. All weights must be placed back in the racks provided on completion of their use.
11. Misuse of equipment, bad language, or misbehavior will result in the member being asked to leave. Suspension, or even cancellation of membership (without refund), may also apply.
12. Failure to attend a booked fitness assessment or program appointment, or cancellation without twelve (12) hours' notice, may result in a fee being charged to the member.▲
13. Making or receiving calls from mobile phones is not permitted at, or near, the Customer Service Reception desk. Mobile calls elsewhere will be tolerated as long as they do not interfere with the schedules of SportUNE members.
14. It is expected that members will share equipment in a fair and reasonable manner.
15. SportUNE student memberships are only allocated to students of the University of New England.
16. Memberships are not transferable.°
17. A member's ID card is not to be used by any other person other than the member to whom the ID card has been issued. Misuse may result in exclusion without refund from SportUNE facilities by the Chief Executive Officer (CEO) of SportUNE.
18. Memberships will be refunded if canceled within a cooling-off period of seven (7) days.
19. SportUNE reserves the right to alter pricing at any time during the term of an individual's membership.
20. SportUNE reserves the right to close any of our facilities at any time for upgrades or maintenance without due notice given to members.
21. Amendments to membership are subject to administration fees payable upon request.
22. Memberships that are due to expire, can only be renewed within the month prior to the expiration of the current membership.
23. Cancellations and holds of membership are permitted subject to the relevant SportUNE policies.
24. SportUNE reserves the right to alter the membership agreement at any time with due notice given to members.
25. Staff members of the University of New England join SportUNE as community members.
26. The Facility 10 visit pass has an expiry period of 12 months from the date of purchase.

* School groups and campus tours may be exempt from this rule following granted permission from the CEO of SportUNE. Parent/guardian approval is provided, and suitability has been assessed by Sport UNE staff, and/or a Doctor's referral is provided, and constant supervision is provided by a parent or guardian and Gym Attendants are on duty

▲ The waiving of this fee for emergency cancellations will be determined upon application to the CEO of SportUNE.

° The transfer of memberships may be permissible in extraordinary circumstances upon application to the CEO of SportUNE.



ADULT PRE-EXERCISE SCREENING TOOL

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise and Sports Science Australia, Fitness Australia or Sports Medicine Australia for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

Name: _____

Date of Birth: _____ Male ☐ Female ☐ Date: _____

STAGE 1 (COMPULSORY)

AIM: to identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise. This stage is self administered and self evaluated.

Please circle response

- | | Yes | No |
|---|-----|----|
| 1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke? | | |
| 2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise? | | |
| 3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance? | | |
| 4. Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months? | | |
| 5. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months? | | |
| 6. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise? | | |
| 7. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise? | | |

IF YOU ANSWERED 'YES' to any of the 7 questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise

IF YOU ANSWERED 'NO' to all of the 7 questions, and you have no other concerns about your health, you may proceed to undertake light-moderate intensity physical activity/exercise

I believe that to the best of my knowledge, all of the information I have supplied within this tool is correct.

Signature _____ Date _____