

SWAP FLEX TERMS AND CONDITIONS

Welcome to Monash Sport. Before completing your SWAP Flex visit pass purchase, please take the time to read the following terms and conditions of your pass carefully. You should only sign the pass agreement if you understand and agree with ALL the terms and conditions in this agreement.

1. Patron responsibilities and general conditions

1.1 You must complete a Monash Sport Casual User application form including personal/contact information and emergency contact details and provide proof of identity and student/staff membership status (where applicable) at the time of application. For University staff and students, you understand and agree that your information, for the purposes of administrating your multiple session pass, will be obtained directly from University staff database.

1.2 You must provide, and keep Monash Sport up to date with, your personal information and contact details and inform us of changes that affect your multiple session pass.

1.3 All users of a Monash Sport facility must observe ALL Monash Sport conditions of entry, conditions of use, and etiquette guidelines and all directions of Monash University staff and agents at all times.

1.4 You must not solicit business on Monash Sport premises for personal financial gain from any other member/customer for any purpose including but not limited to sport coaching, personal training, swimming instructing/coaching or medical/dietary advice, without the prior written consent of Monash Sport.

1.5 Where information in this agreement differs from information that is communicated to you by Monash Sport staff, (whether at a Monash Sport facility or over the telephone), the terms and conditions of this agreement shall prevail.

2. Operating hours and access

2.1 Monash Sport will inform you of the operating hours across its 3 sites (Clayton, Caulfield, and Peninsula) and their facilities on its website at www.monash.edu/sport.

2.2 Monash Sport will close all facilities at all sites annually on:

- Good Friday
- The duration (12 days) of the Monash University Christmas/New Year closedown period with the annual closure dates found at www.monash.edu/sport.

2.3 Monash Sport may restrict your access to reduced operating hours or close some facilities on University Holidays. A full list of University Holidays is found at www.monash.edu/sport.

2.4 You understand that Monash Sport will not reduce, or provide partial refunds of the SWAP Flex pass if a Monash Sport site or facility is closed for renovations, maintenance or as a result of acts or directives of government, closed on a University Holiday or a public holiday, or for the duration of the annual Monash University Christmas/ New Year closedown period.

2.5 University staff will have access through the use of your University issued staff card.

3. Privacy Collection Statement

3.1 Monash University values the privacy of every individual's personal information and is committed to the protection of that information from unauthorised use and disclosure except where permitted by law. For information about the handling of your personal information please see the Student Data Protection and Privacy Collection Statement, the Employee Data Protection and Privacy Collection Statement and/or the Alumni, Friends and Supporters Data Protection and Privacy Collection Statement (as applicable to your interaction with Monash University). For more information about Data Protection and Privacy at Monash University please see our Data Protection and Privacy Procedure. If you have any questions about how Monash University is collecting and handling your personal information, please contact our Data Protection and Privacy Office at dataprotectionofficer@monash.edu

4. Video Surveillance & Monitoring

4.1 You acknowledge that by accessing Monash Sport facilities you will be subject to video surveillance and recording undertaken by Monash Sport to monitor its sites/facilities for security purposes.

4.2 Monash Sport may also film or photograph in and around its facilities for promotional and other purposes. If you are clearly identifiable in such film photograph, with your written consent Monash Sport may use your image in promotional and other material.

4.3 You agree not to use mobile phone cameras and/or any type of video/ photography equipment in a Monash Sport facility without prior written consent of Monash Sport.

5. Monash Sport services and inherent risks

5.1 You acknowledge that, whilst every attempt is made to ensure that the facilities provided by Monash Sport are safe, there are some significant inherent risks involved with physical activity, and you accept those risks. 5.2 You agree that you are responsible for your own safety and the security of your own property while at a Monash Sport facility and Monash Sport is not liable for any loss, injury or damage to you or your property or indirect or consequential loss to you or your property.

5.3 The following limitation of statutory guarantees applies to your SWAP Flex pass, and reference in this warning to 'form' is a reference to these SWAP Flex pass terms and conditions.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you –

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form
NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the **Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012**.

6. SWAP Flex pass refund/cancellations

6.1 The SWAP Flex pass will expire after 12 months from the date of purchase.

6.2 The SWAP Flex pass is not replaceable, refundable or redeemable for cash.

6.3 Sessions remaining on your pass are not transferable.

6.4 Expiry extensions or cancellation will only be considered/granted upon presentation of a medical certificate. In all other circumstances, any remain in sessions will become void after the expiry date.

6.5 At any time where you act in a manner that may breach this agreement, Monash Sport may provide you with a warning that your pass may be suspended or cancelled.

6.6 Monash Sport may cancel your SWAP Flex pass (including without prior notice and without refund), if you breach this agreement or any relevant Monash Sport or Monash University policy or procedure, or behave in a manner that is considered a risk to yourself, other members or staff, or deemed inappropriate, such as (but not limited to):

- Threatening or harassing others
- Exhibiting behaviour that may cause injury
- Using obscene or profane language
- Misconduct with, or damaging equipment
- Providing non-members with unauthorised access to Monash Sport facilities
- Lending your membership card to someone else
- Using illegal or performance-enhancing drugs
- Providing instruction to other members where you are not authorised by Monash Sport to do so.

PRIVACY COLLECTION STATEMENT

Monash University values the privacy of every individual's personal information and is committed to the protection of that information from unauthorised use and disclosure except where permitted by law. For information about the handling of your personal information please see the Student Data Protection and Privacy Collection Statement, the Employee Data Protection and Privacy Collection Statement and/or the Alumni, Friends and Supporters Data Protection and Privacy Collection Statement (as applicable to your interaction with Monash University). For more information about Data Protection and Privacy at Monash University please see our Data Protection and Privacy Procedure. If you have any questions about how Monash University is collecting and handling your personal information, please contact our Data Protection and Privacy Office at dataprotectionofficer@monash.edu.