

Your Gym Terms and Conditions

By accessing a Yourimbah Managed Facility or participating in a Your Gym Designed Program, You (on Your own behalf) acknowledge and agree that these terms and conditions together with any application or membership form to which these terms are referred or attached make up a binding agreement between You and Yourimbah. This Agreement is accepted by signing the membership form and paying the relevant membership fee.

RISK WARNING: Your participation in any Yourimbah Managed Facility's recreational activity may involve a risk of physical harm, injury or damage to You. Physical harm that might arise from Your participation in a Your Gym Designed Program or use of any Yourimbah Managed Facility includes, but is not limited to, joint and muscle sprains and strains, bruising, concussion, cuts and abrasions, dehydration, dental damage, joint injuries, nose injuries, stress fractures and bone/joint/muscle breakages and strains. The degree of risk, extent and type of physical harm, injury or damage may vary depending on the nature of the Your Gym Designed Program or Yourimbah Managed Facility.

1.0 Yourimbah

Yourimbah is a not-for-profit entity which exists to enrich the student experience. Yourimbah's mission is to meet the needs of the student community through the provision of services and the fostering of opportunities for engagement and participation.

1.1 General Terms

Yourimbah will collect and use Your personal information in accordance with the [Yourimbah Privacy Policy](#), details of which can be found on the Website or by contacting a Yourimbah Managed Facility.

Yourimbah may vary these Terms & Conditions at any time and without notice to You. This includes any fees or prices referred to in any way connected with this agreement. Varied Terms & Conditions will be placed on the Website at Yourimbah's earliest convenience.

1.2 Membership Definitions

UON Student – applicable to UON Students upon proof of current UON enrolment.

TAFE/CCCC Student – applicable to TAFE and Central Coast Community College (CCCC) students studying at Ourimbah campus

Campus Staff – staff employed at Ourimbah campus by UON, TAFE, CCCC, Yourimbah or other independent entities located at the Ourimbah campus.

1.3 Other Definitions

Yourimbah Managed Facilities means any sporting, recreation or similar facility owned or operated by or on behalf of Yourimbah from time to time.

Your Gym Designed Programs means any sporting, recreation, fitness, lifestyle or similar training / education programs or workshops offered or presented by or on behalf of Your Gym from time to time.

2.0 Membership to Yourimbah and Your Gym

2.1 Membership applications

Membership to Your Gym is separate to membership of Yourimbah. Yourimbah manages the day to day operations of Your Gym. By joining Yourimbah You are entitled to a discount on Your Gym membership. You may apply to become a member of Your Gym without being a member of Yourimbah.

To become a member of Your Gym, You must make an application for membership by completing and submitting a membership form (which can be found on the Website, the information counter at Your Gym or Yourimbah's Help Desk). You must ensure that you provide all relevant supporting information when submitting your application. A failure to supply any required information or an incomplete application may result in the application being delayed or refused.

Without limiting the preceding paragraph, Yourimbah may refuse Your application for Membership if:

You fail to properly complete the application for Membership;

Yourimbah determines, in Yourimbah's sole opinion, that You are in any way a threat to the health, safety or wellbeing to any Yourimbah patron, employee, agent or contractor; or

You fail to comply with any other reasonable requirements of Yourimbah.

Unless otherwise stated in this Agreement, all applications must be accompanied by payment in full of the corresponding fee. All current fees are available on the Website.

2.2 Payment of fees

Fees are to be paid upfront and in full.

Yourimbah reserves in its absolute discretion the right to authorise or refuse refunds and/or deny entry to any Yourimbah Managed Facility or participation in any Your Gym Designed Program.

2.3 Change of details

You must keep Yourimbah informed of any changes to your contact details, or any other information relevant to Your Membership. i.e. medical.

2.4 Cancellations

Yourimbah may immediately suspend and/or terminate a Membership at any time if Yourimbah determines, in its absolute discretion, without a refund, if You have failed to comply with these Terms & Conditions or otherwise acted in a manner detrimental to Yourimbah, Your Gym, patrons, members, staff, employees, contractors or agents.

4.0 Yourimbah Programs

Yourimbah reserves the right to modify, re-schedule or cancel any Yourimbah Program. If a fee is involved: Yourimbah will provide full refunds for cancellations in respect of Short Course Programs, including Holiday Programs, where these courses have been cancelled by Yourimbah. Any request for a refund outside of this must be made in writing to Yourimbah Management.

Group fitness timetables are subject to change without notice. All timetables and schedules for Yourimbah Programs can be found on the Yourimbah Website and Your Gym social pages. Yourimbah will endeavour to keep all sites updated which will serve as reasonable notification to You of any changes to timetables.

4.1 Personal Training Services

Yourimbah may from time to time promote the availability of Personal Training services within Yourimbah Managed Facilities or as part of any Your Gym Designed Program and make an offer to introduce its Members to personal trainers.

6.0 General

6.1 Trading Hours

Normal trading hours for Your Gym are:

Monday to Thursday: 8am - 6pm

Friday: 8am - 12pm

Please note Your Gym is only open during the UON Semesters.

Hours are subject to change without notice and Yourimbah will endeavour to notify members through online tools such as the [Website](#), and social pages, which will serve as reasonable notification to You of any changes to trading hours etc.

Please note Your Gym will be closed when the Exercise and Sport Science faculty need to use the space. Your Gym Members will be notified ahead of time via the Yourimbah Website and Facebook Page.

6.2 Rights and Risks of Admission and Facility Usage

You must not use Yourimbah Managed Facilities or participate in Yourimbah Programs if such use or participation will adversely affect your physical or mental wellbeing;

Yourimbah is in no way responsible for determining whether you are physically or mentally able to use Yourimbah Managed Facilities or participate in Your Gym Designed Programs;

You have made the necessary enquiries and received the necessary medical advice to ensure Your use of Yourimbah Managed Facilities and participation in Your Gym Designed Programs will not in any way whatsoever adversely affect Your health or wellbeing (physical or other);

You will use Yourimbah Managed Facilities and participate in Your Gym Designed Programs at Your own risk;

You must conduct Yourself in accordance with Yourimbah's policies and procedures, copies of which are available on request;

Yourimbah will in no way be responsible or liable for any loss, damage or theft to any of Your personal property arising out of or in connection with Your use of Yourimbah Managed Facilities or participation in Your Gym Designed Programs;

Yourimbah can cancel your Your Gym membership without warning if You behave in a way that is risky or seriously inappropriate, such as:

- threatening or harassing others,
- damaging equipment,
- using illegal or performance-enhancing drugs, or
- providing instruction to other members where you are not authorised by Yourimbah to do so.

Cameras and videos are not permitted in Yourimbah Managed Facilities unless permission has been given by Yourimbah Executive Management.

Yourimbah may sometimes film or photograph Yourimbah Managed Facilities. It is possible You may appear in the background. By accepting these Terms & Conditions, You agree to allow Yourimbah to use your image in promotional and other business related material, including but not limited to social media channels and the Yourimbah Website.

Lockers are provided for storage of valuables at Your Gym.

This is a complimentary service for all members of Your Gym. In regards to locker use, Yourimbah takes no responsibility for items lost or damaged through theft or misplacement.

The locker key remains the responsibility of the person utilising the locker until the key is returned.

When using Yourimbah Managed Facilities or participating in Yourimbah Programs, You must:

- Wear suitable attire and enclosed footwear at all times (eg. exercise shorts, singlets, active wear etc);
- Not wear clothing bearing offensive images or inappropriate advertising;
- Bring and use sweat towels (which are compulsory);
- Consider personal hygiene, that is, wear deodorant and be aware of your own body odour;
- Not bring food, chewing gum, cans / glass bottles on to Yourimbah Managed Facilities;
- Not, under any circumstances, bring substances which are (or potentially) explosive or flammable liquids, corrosive chemicals, dangerous goods or in any way hazardous in or around Yourimbah Managed Facilities;
- Advise a Your Gym Instructor of any injury or potential injury and, if You are pregnant, of that pregnancy; and

- Ensure that You exercise with caution at all times (particularly in extreme weather conditions).

6.3 Indemnity and Liability

You hereby release and indemnify Yourimbah (and its employees, agents and contractors) from and against any claims, loss, liability, damage (whether of a direct, indirect or consequential nature) howsoever caused arising out of or in connection with:

- Your Membership;
- Your entry into or use of a Yourimbah Managed Facility;
- Your participation in any Your Gym Designed Programs;
- Any other act or omission of You, Yourimbah or an employee, agent, contractor or another member of Yourimbah in connection with the subject matter of this Agreement.

Except as provided in this Agreement (and to the extent permitted by law), Yourimbah makes no warranties (express or implied) in respect of Yourimbah Managed Facilities, Your Gym Designed Programs or your use of or participation in the same.