

## TheWorks@Home – Terms and Conditions

### Privacy Statement

The Works Health & Recreation Club is wholly owned and operated by the University of Southern Queensland Student Guild (USQ Student Guild). The USQ Student Guild collects personal information in accordance with our Privacy Policy, to assist in providing the best fitness and related ancillary services to suit your needs and to be able to contact you regarding your membership and other associated USQ Student Guild services. Personal information will not be disclosed to third parties without your consent unless required by law. Please review our Privacy Policy for further details.

### Terms & Conditions

#### 1. Definitions:

- a) **Privacy Policy** means The Works Privacy Policy which is available on <http://policy.usq.edu.au/documents/13404PL> or by emailing [theworks@studentguild.com.au](mailto:theworks@studentguild.com.au)
- b) **Terms & Conditions** means these terms and conditions;
- c) **The Works** means The Works Health & Recreation Club, which is wholly owned and operated by the University of Southern Queensland Student Guild.

#### 2. Risk and Liability

- a) You acknowledge and understand that participation in activities at The Works requires varying degrees of physical exertion and/or physical risk which may cause your death or personal injury. If you believe there is a risk to your health by participating in a fitness service provided by The Works, you must inform The Works about the risk in writing.
- b) You warrant that you have advised The Works of any medical or physical conditions which you have which may affect your ability to participate in a fitness service provided by The Works. It is your responsibility to update The Works regarding any changes to your condition as soon as you become aware of the change.
- c) The Works accepts no responsibility for any injury or death that results directly or indirectly from the use or misuse of the facilities by you.
- d) You acknowledge and agree that The Works is not liable to you or any other person for:
  - any loss or damage of any kind that is directly or indirectly caused by or results from your wrongful, wilful or negligent act or omission; or
  - any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.
- e) Any representation, warranty, condition or undertaking that would be implied in these Terms & Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- f) You release The Works and its related entities and representatives from any liability or claims relating, but not limited to:
  - any personal injury;
  - loss or damage of your personal property; and
  - any breach of your obligations; except to the extent arising from the wilful or negligent acts or omissions of The Works (or any officer, agent or employee of The Works respectively).
- g) You indemnify The Works and its related entities and representatives against:
  - all losses they incur; and
  - all liabilities they incur, directly or indirectly caused by, or resulting from, any wrongful, wilful or negligent act or omission by you.

#### 3. Respectful Behaviour

- All Members shall follow the Work Health and Safety requirements, relevant Government Regulations and Legislation and appropriate standards.
- All members agree to act respectful to other members and staff. This includes appropriate language.

#### 4. Use and Release of Information

##### *Public Comment*

- Whilst it is recognised that members have the right as an individual to make public comment, Members shall not reveal confidential information in public. Information of a confidential nature shall not be used by an members in any public comment without the prior approval of the Chair, USQ Student Guild.

##### *Security of Information*

- Employee and client information is confidential. Any information regarding employees, clients and/or a service shall not be conveyed to another person, without appropriate authorisation.
- All Members shall comply with legislative requirements in respect to policies relating to Confidentiality and Privacy.

##### *Participation in Media, Seminars and Related Activities*

- Members shall obtain the prior written approval of the CEO before addressing Media launches, news stories or seminars organised by professional conference organisers.

#### 6. Indemnity

I AGREE TO RELEASE AND INDEMNIFY the Recreational Activity Provider (USQ Student Guild Trading as The Works Health and Recreation Club) as follows:

- I participate in the activity at my own risk and responsibility.

- I release, indemnify and hold harmless the Recreational Activity Provider (USQ Student Guild Trading as The Works Health and Recreation Club), its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or in the event that I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Recreational Activity provider in respect of the injury or damage.
- I have read and understood Terms and Conditions and agree to the same.

**Acknowledgement**

By signing these Terms and Conditions, you hereby acknowledge and agree that:

- (a) the information provided in this Consultation Form is accurate, honest, true and correct;
- (b) you will promptly notify the Guild of any changes to the details provided in this Consultation Form; and
- (c) you have received notice of the Terms and Conditions.

**Signature of Applicant:** ..... **Date** / /



**Please Sign Here**

**Signature of Parent/Guardian:** ..... **Date** / /