

Southern Cross University — Gold Coast Campus Gym**TERMS AND CONDITIONS OF USE**

These Terms and Conditions govern your access to and use of the Southern Cross University Gold Coast Campus Gym (the "Facility"). By registering for access and entering the Facility, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. The Facility is provided as a complimentary, unstaffed fitness space for eligible SCU staff and students. It is not a commercially operated gymnasium and no staff will be present during operating hours.

1. DEFINITIONS

"SCU" means Southern Cross University Campus Services Ltd.

"Facility" means the Gold Coast Campus Gym, including all equipment, fixtures, and associated areas.

"User" means any current SCU staff member or enrolled SCU student who has been granted access to the Facility.

"Access Card" means the SCU student or staff identification card used to gain entry to the Facility via the electronic access control system.

2. ELIGIBILITY AND ACCESS

2.1 The Facility is available exclusively to current SCU staff and currently enrolled SCU students who have completed the registration process, including execution of this Agreement and the Pre-Exercise Questionnaire.

2.2 Your use of the Facility is entirely voluntary and is not a term, condition, or requirement of your employment or enrolment with SCU. Use of the Facility does not form part of your employment duties or responsibilities and is undertaken in your personal capacity.

2.3 You must complete the SCU Gym Safety Induction before your first use of the Facility. The induction will familiarise you with the location of emergency exits, the AED, first aid kit, duress alarm, fire extinguishers, and the emergency procedures. Access will not be activated until the induction is completed.

2.4 Access to the Facility is granted via your Access Card. You must scan your Access Card at the entry point each time you enter the Facility.

2.5 You must not allow any other person to enter the Facility using your Access Card. Tailgating (allowing others to follow you through the access point) is strictly prohibited. You may be held responsible for the actions of any person you allow to enter.

2.6 Misuse of access privileges, including lending your Access Card to another person, will result in immediate suspension or permanent revocation of your access.

2.7 SCU reserves the right to revoke or suspend access at any time without notice for breach of these Terms and Conditions or for any other reason SCU deems appropriate.

3. HOURS OF OPERATION

3.1 The Facility is available for use during the following hours only: Monday to Friday: 5:00am – 8:00am and 5:00pm – 9:00pm.

3.2 The Facility is closed on weekends, public holidays, and at any other time determined by SCU.

3.3 You must vacate the Facility by the closing time. SCU Security may direct you to leave if you remain outside operating hours.

3.4 SCU reserves the right to vary the hours of operation, or to close the Facility temporarily or permanently, at any time and without prior notice.

4. UNSTAFFED FACILITY — ASSUMPTION OF RISK

4.1 You acknowledge and agree that the Facility is unstaffed at all times during operating hours. No SCU staff, personal trainers, fitness instructors, or first aid officers will be present.

4.2 You understand that you use the Facility entirely at your own risk and that no supervision, instruction, assistance, or emergency first aid response is available on-site. SCU has no obligation to provide such services.

4.3 You acknowledge that in the event of an injury, medical emergency, or equipment malfunction, there may be no immediate assistance available and that emergency response times may vary.

4.4 You are strongly encouraged to exercise with a training partner and to carry a mobile phone at all times while using the Facility.

5. HEALTH AND FITNESS DECLARATION

5.1 You must complete the SCU Pre-Exercise Questionnaire prior to being granted access to the Facility. You warrant that all information provided is true, accurate, and complete.

5.2 If any health condition, injury, or disability is identified on the Pre-Exercise Questionnaire, you must obtain written medical clearance from a qualified medical practitioner before using the Facility.

5.3 By entering into this Agreement, you warrant that you are physically and mentally capable of participating in exercise activities at the Facility and that you have either obtained medical clearance where required under clause 4.2, or that no such clearance is required based on your Pre-Exercise Questionnaire responses.

5.4 You must immediately notify SCU in writing if your health circumstances change in any way that may affect your ability to exercise safely.

5.5 SCU is not able to provide medical advice regarding your fitness to exercise. You are solely responsible for determining the suitability and intensity of your exercise program.

5.6 You must monitor your own physical condition at all times during exercise and exercise to a level that is appropriate given your knowledge of your health, fitness, and any medical advice you have received. If you experience chest pain, dizziness, faintness, or any unusual symptoms during exercise, you must stop immediately.

5.7 You are responsible for any costs associated with emergency medical services required as a result of your personal injury or medical event at the Facility, including but not limited to ambulance attendance, paramedic services, and hospital treatment.

6. RULES OF CONDUCT

6.1 You must use all equipment only for its intended purpose and in accordance with any instructions, signage, or safety labels displayed on or near the equipment.

6.2 You must return all equipment, weights, and accessories to their designated storage locations after use.

6.3 You must not drop, throw, or slam weights or equipment.

6.4 You must not attempt maximum-effort or one-repetition-maximum lifts without a spotter present. If free weights are available, safety racks with safety bars/catchers must be used for all barbell exercises.

6.5 Appropriate closed-in athletic footwear must be worn at all times. Thongs, sandals, open-toed shoes, and bare feet are not permitted.

6.6 Appropriate athletic clothing must be worn at all times.

6.7 You must bring a towel and place it on equipment upholstery during use.

6.8 Music must not be played through speakers. Headphones must be used at all times.

6.9 No food is permitted in the Facility. Only water in a sealed container is allowed.

6.10 Smoking, vaping, alcohol, and illicit drugs are strictly prohibited in and around the Facility.

6.11 You must be respectful and courteous to all other Users. Offensive, threatening, intimidating, or harassing behaviour of any kind, including sexual harassment, will not be tolerated and will result in immediate revocation of access and referral to SCU's appropriate disciplinary processes.

6.12 You must share equipment and not monopolise any piece of equipment unreasonably.

6.13 No personal training or commercial fitness services may be conducted in the Facility without prior written approval from SCU.

6.14 You must clean and sanitise equipment after use with the antibacterial wipes and spray provided. If you observe a blood spill or other bodily fluid on any surface or equipment, do not attempt to clean it. Cease using the affected area, notify other Users if present, and report it immediately to SCU Security. A biohazard spill kit is located in the Facility. Do not use the spill kit unless you have received appropriate training.

6.15 If you feel unwell before commencing exercise, you must not use the Facility. If you become unwell during your session, you must leave the Facility when it is safe to do so. Refer to clause 4.7 regarding monitoring your condition during exercise.

6.16 Glass containers, including glass water bottles, are not permitted in the Facility.

6.17 You must dispose of all rubbish in the bins provided before leaving the Facility, including empty water bottles and used wipes.

6.18 Theft of any property belonging to SCU, the Facility, or another User will result in immediate and permanent revocation of access and may be referred to the QLD Police and SCU's disciplinary processes.

7. CHILDREN AND MINORS

7.1 Children and persons under the age of 18 years are not permitted in the Facility under any circumstances.

7.2 Users must not bring children into the Facility, including in prams or carriers.

8. CCTV AND SURVEILLANCE

8.1 The Facility is monitored by closed-circuit television (CCTV) cameras 24 hours a day, 7 days a week. By entering the Facility, you consent to being recorded.

8.2 CCTV footage is used for security, safety, and incident investigation purposes only. CCTV does not provide real-time monitoring and does not protect you from harm.

8.3 The use of cameras, video recording, or photography (including via mobile phones) in the Facility is strictly prohibited unless prior written approval has been obtained from SCU. Any breach of this clause may constitute grounds for immediate suspension of access and may be referred to SCU's misconduct processes.

9. EQUIPMENT AND MAINTENANCE

9.1 All equipment is provided on an "as-is" basis. SCU does not warrant that all equipment will be operational or available at all times.

9.2 If you identify any equipment that is damaged, faulty, or unsafe, you must immediately cease using that equipment and report the fault to SCU Security or by email to gym@scu.edu.au.

9.3 Do not attempt to repair, modify, or move any equipment that is fixed or bolted in position.

9.4 You must not bring personal gym equipment into the Facility without prior approval.

9.5 You will be held responsible for any damage to equipment or the Facility caused by your wilful, reckless, or negligent conduct.

10. EMERGENCY PROCEDURES

10.6 In the event of a medical emergency, call Triple Zero (000) immediately. An emergency contact poster is displayed in the Facility.

10.7 A duress alarm is located [insert location]. If you or another User require urgent assistance, activate the duress alarm. The alarm is connected to [SCU Security / a 24-hour monitoring service] and will trigger an emergency response.

- 10.8** A first aid kit is located [insert location]. An Automated External Defibrillator (AED) is located [insert location — to be confirmed]. Basic AED instructional signage is displayed adjacent to the device.
- 10.9** You must report all injuries, incidents, near-misses, and hazards to SCU Security as soon as practicable, and by email to the relevant contact within 24 hours.
- 10.10** You should familiarise yourself with the location of all emergency exits, fire extinguishers, first aid supplies, the AED, and the duress alarm during your Safety Induction and upon each visit to the Facility.
- 10.11** Emergency exit routes are clearly marked. In the event of a fire alarm or emergency evacuation, leave the Facility immediately via the nearest emergency exit and proceed to the designated assembly point.
- 10.12** If you witness or experience any incident of harassment, assault, or threatening behaviour, activate the duress alarm and contact SCU Security immediately.
- 11. PERSONAL PROPERTY**
- 11.13** SCU accepts no responsibility for any personal property brought into the Facility. All personal belongings are brought at your own risk.
- 11.14** You are advised not to leave valuables unattended in the Facility.
- 11.15** Any items of lost property found will be handed to SCU Security. Unclaimed items will be disposed of after 30 days.
- 12. RELEASE, INDEMNITY, AND LIMITATION OF LIABILITY**
- 12.1** You acknowledge and recognise that physical exercise, including the use of gym equipment, involves inherent risks of injury, illness, or death, whether caused by your own actions, the actions or omissions of others, equipment failure, or any other cause whether foreseeable or not.
- 12.2** To the maximum extent permitted by law, you agree to release, discharge, and indemnify SCU, its officers, employees, agents, contractors, and students from and against any and all claims, actions, suits, demands, proceedings, losses, costs, expenses, and damages of any kind whatsoever (including direct, indirect, and consequential loss) arising out of or in connection with your use of, access to, or presence at the Facility, including but not limited to:
- (a) any injury, illness, or death suffered by you;
 - (b) any loss of or damage to your personal property;
 - (c) any claim arising from the unstaffed nature of the Facility;
 - (d) any claim arising from the absence of on-site first aid or emergency response capability.
- 12.3** Nothing in these Terms and Conditions excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot be excluded, restricted, or modified by agreement.
- 13. SUSPENSION AND TERMINATION**
- 13.4** SCU may suspend or terminate your access to the Facility at any time, without notice, for any breach of these Terms and Conditions.
- 13.5** SCU may suspend or terminate the operation of the Facility at any time, temporarily or permanently, without prior notice and without liability.
- 13.6** Your access will automatically terminate when you cease to be a current SCU staff member or enrolled SCU student.

14. PRIVACY AND PERSONAL INFORMATION

- 14.7** SCU collects personal information (including health information provided in the Pre-Exercise Questionnaire) for the purposes of administering access to the Facility, emergency contact, and incident management.
- 14.8** Your information will be handled in accordance with the Privacy Act 1988 (Cth) and SCU's Privacy Management Plan.
- 14.9** Personal information may be disclosed to SCU Security, emergency services, and other parties where required by law or in the event of an emergency.
- 14.10** You may request access to or correction of your personal information by contacting privacy@scu.edu.au.

15. GENERAL

- 15.11** SCU reserves the right to amend these Terms and Conditions at any time. Amendments will be communicated via the SCU website or by notice displayed at the Facility. Continued use of the Facility after any amendment constitutes acceptance of the amended Terms and Conditions.
- 15.1** These Terms and Conditions are governed by the laws of Queensland, Australia.
- 15.2** If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.
- 15.3** All signage displayed within the Facility forms part of these Terms and Conditions.
- 15.4** SCU has regard to the Fitness Industry Code of Practice in the management and operation of the Facility.

16. DECLARATION AND ACKNOWLEDGEMENT

By signing below, I confirm that:

- I am a current SCU staff member or enrolled SCU student;
- I have read, understood, and agree to be bound by these Terms and Conditions;
- I have completed the Pre-Exercise Questionnaire honestly and accurately;
- I have completed the SCU Gym Safety Induction;
- I understand that the Facility is unstaffed and that I use it entirely at my own risk;
- I understand that no supervision, instruction, or on-site emergency first aid response is provided;
- I acknowledge the inherent risks of physical exercise, including the risk of serious injury or death;
- My use of the Facility is voluntary and is not a condition of my employment or enrolment;
- I consent to the collection and use of my personal information in accordance with clause 13 and SCU's Privacy Management Plan;
- I release and indemnify SCU to the maximum extent permitted by law.

Full name	Student/Staff number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mobile	Emergency contact name	Emergency contact mobile
<input type="text"/>	<input type="text"/>	<input type="text"/>
Signature	Date	
<input type="text"/>	<input type="text"/>	