

**FLINDERS ONEFITNESS  
FLINDERS UNIVERSITY STAFF MEMBERSHIP AGREEMENT - 2011**

<input type="checkbox"/> New member # _____  <input type="checkbox"/> Renewing member # _____	Title: _____ First Name _____ Surname _____ Address: _____ Suburb _____ State: _____ Post Code _____ Email _____ @ _____ Ph: (h) _____ (w) _____ (mob) _____ Staff number (mandatory) _____ Date of Birth ____/____/____
---	--

**Membership category**  
 Weights/Cardio /Group Fitness

**SALARY SACRIFICE PAY DEDUCTION - \*12 month minimum :**  
 Flinders Uni

This agreement formalises the agreements between Flinders University ('the University') and Flinders Campus community services (FCCS) through Flinders ONEfitness ('FOF'). The arrangement is the provision of the use of the recreational facilities ('the services') operated and maintained by FCCS to nominated staff of the University on the payment of an agreed fee ('the fee') per staff member. Any additional services are excluded from this agreement. This is an ongoing membership agreement. The agreement will continue until either you or FOF terminates it in the way described in the agreement (overleaf).

Fortnightly Fee: \$ \_\_\_\_\_ or  
 Annual Fee: \$ \_\_\_\_\_

Start date:    /    /

The authorisation signatory accepts and agrees to the Membership conditions as well as authorising FOF to direct payments of the \*agreed amount for the minimum of 12 months (26 consecutive fortnights or 1 annual fee). Please note once the 12 month period expires a new arrangement will be required.

Signed \_\_\_\_\_ Date:    /    /

---

**TO: the pay office**

I hereby authorise you to deduct from my salary, under the salary sacrifice agreement, the \*fee above and to pay this amount to the Flinders ONEfitness for a period of no less than 12 months.  
 \*the debit user may, by prior arrangement, advise to vary the amount or frequency of future debits.

Member to initial \_\_\_\_\_ Date:    /    /

**DISCLAIMER**

I understand that my participation in the activities offered by Flinders ONEfitness ('FOF') and use of the equipment at the facilities are potentially hazardous activities, and I hereby agree to assume all of the risks associated with my participation, including any risks arising from any medical or physical condition I may have.

I hereby indemnify and agree to hold harmless the Flinders Campus Community Services and the University and all their employees, officers and agents in respect of any event which may occur whilst I am present at or utilising the services or any facilities of FOF, and which may arise from any cause whatsoever including, but not limited to, the negligence of Flinders Campus Community Services and /or the University, its employees, officers and agents, and which results in any damage to property, loss or theft of property, or any accident, injury, loss suffered by or occasioned to me or any person in my care and control.

**I acknowledge that I have been given the option of choosing a membership based on a fortnightly billing agreement or an annual fee deduction. The authorisation signatory accepts and agrees to the membership conditions overleaf.**

Signed by: \_\_\_\_\_ Date:    /    /  
*(if under 18 signed by guardian)*

Staff representative: \_\_\_\_\_ Date    /    /

revised 01/06/09

# Flinders University

## Offer of Salary Sacrifice Agreement

On acceptance of this offer, an agreement is constituted between the Flinders University and the employee that regulates the operation of the Salary Sacrifice Program and the provision of salary and benefits.

This Agreement recognises that:

- (a) In providing benefits, the University needs to ensure that it is protected against loss in the event an employee falls short of their program obligations. Accordingly, the employee indemnifies the University against loss or liability arising as a result of the provision of benefits.
- (b) Changes to the rate of Fringe Benefits Tax (FBT) applying to benefits, or to the manner in which FBT is calculated, may vary due to changes in legislation. Under this agreement, the University reserves the right to alter benefits to ensure the Total Employment Cost established for the employee does not increase as a result of such changes.

### Employee's Obligations and Responsibilities

- (a) The University, its officers, employees, contractors or agents are not engaged in rendering professional, financial or taxation advice. Employees accept that it is their responsibility to seek independent advice on these matters and the appropriateness of the University's offer to their specific circumstances before accepting the offer and any subsequent offer to re-negotiate salary and benefits.
- (b) Employees agree that neither the University, its officers, employees, contractors or agents can be held responsible should the benefits provided prove at any time to be inappropriate to their circumstances.
- (c) Employees agree to keep all receipts and documentation for goods and services provided under the program, and to make such available for inspection if requested by the University. Where the employee seeks reimbursement for an expense, the receipt must be forwarded to the University with an attached Expense Claim Reimbursement Form.
- (d) Employees agree to be bound by the arrangements, procedures and requirements of the program and as otherwise directed by the University.
- (e) Employees agree to keep the University indemnified against any loss or liability arising from:
  - the cessation of any of their benefits payments
  - any variation to the terms and conditions on which their salary and benefits are provided to them
  - the payment of salary and benefits in advance
  - the University arranging for a third party to provide benefits to or for their benefit
  - termination of an agreement by either party for any reason.
- (f) Employees agree to pay all administrative costs and charges incidental to the provision of salary and benefits as determined from time to time by the University.

## **Agreement Term**

The agreement starts on the date of acceptance of the offer and continues until:

- (a) terminated by the employee giving the University one month's notice in writing; or
- (b) terminated by the University should the employee be guilty of any breach of the agreement's terms and conditions; or
- (c) the employee ceases employment at the University.

Notwithstanding the above, the University may terminate an agreement at any time should changes in legislation or the enactment of new legislation impose on the University financial or other obligations which are, in its opinion, unacceptable to the University.

## **Effect of Termination of Agreement**

On termination of this Agreement:

The obligation of the University to provide benefits immediately ceases without claim by employees for any compensation whatsoever.

Any novation or rental agreement immediately ceases.

Salary and benefits are reconciled as at the termination date. Any accrued but unpaid remuneration is paid to employees as salary. Alternatively, any over-payment arising from remuneration being provided in advance is to be repaid to the University.

Monies owing to the University become due and payable upon demand whether such sums are then due to be paid or not. Unless otherwise agreed, repayment is by way of payroll deduction from future fortnightly salary. Repayment terms will be reached in writing between employees and the University.

Where agreements are terminated as a result of employees ceasing employment at the University, monies owing will be off-set against any salary, leave and other remuneration that may be due and payable to the employee. The employee agrees to re-pay any remaining monies owed to the University.

## **Other Employment Terms Unchanged**

All other terms and conditions of an employee's employment remain unchanged. I accept the terms and conditions expressed or implied in this agreement.

Employee Name \_\_\_\_\_ Employee No. \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of Witness \_\_\_\_\_ Signed \_\_\_\_\_