
DEED POLL OF ACKNOWLEDGEMENT AND RELEASE

Deed poll made on _____

[Insert date]

BY:

_____ (*Employee*)

[Insert full name of employee]

Or

_____ (*Student*)

[Insert full name of student]

IN FAVOUR OF:

University of South Australia (ABN 37 191 313 308) of GPO Box 2471, Adelaide, South Australia, 5001 (*UniSA*)

I, being the abovementioned _____, acknowledge and agree that:

[Employee/Student]

1. UniSA supports wellbeing activities being conducted in its workplace during authorised break periods, with a view to improving the health outcomes for its employees and students, including me;
2. To the extent that I voluntarily engage an external provider of wellbeing services (*Wellbeing Provider*) to deliver their services (*Services*) to me at UniSA's facilities, premises and venues (*Accommodation*), I have read and will comply with UniSA's then current "Guidance Note for Engaging Wellbeing Service Providers" (*Guidance Note*);
3. To the maximum extent permitted by law, UniSA:
 - 3.1 retains the right to refuse entry to or eject from its Accommodation, any Wellbeing Provider that it considers (in its absolute discretion):
 - (a) provides unsafe Services;
 - (b) renders their Services using unsafe or unsanitary plant and equipment;
 - (c) does not satisfy the requirements of the Guidance Note (or any of them); or
 - (d) refuses to comply with any reasonable directions of UniSA or its authorised representatives regarding access to, and behaviour within, the Accommodation;
 - 3.2 is not obliged to independently assess or verify the suitability of the Accommodation for the delivery of the Services;
 - 3.3 has no control or input into the manner in which the Services are provided to me, or the content of those Services;

- 3.4 has no ongoing management or supervision of any Wellbeing Provider or their Services and further informs the Employee that the Wellbeing Provider is sole occupier of the Accommodation for the purposes of section 20(4) of the *Civil Liability Act 1936* (SA);
- 3.5 cannot assure, warrant or represent to me that the Wellbeing Provider's Services will be:
 - (a) suitable for a particular purpose, or for my individual health condition(s); or
 - (b) rendered to a particular standard, or otherwise with due care and skill.
4. To the maximum extent permitted by law, UniSA provides no assurance, warranty or representation that my participation in any Services:
 - 4.1 is suitable for my individual needs or circumstances; or
 - 4.2 will achieve any particular result.
5. I will be responsible for:
 - 5.1 dealing directly with the Wellbeing Provider regarding any booking, payment, and other logistics surrounding, my obtaining of any Services;
 - 5.2 reviewing, negotiating and obtaining any legal advice, in relation to the terms and conditions which may be proposed by the Wellbeing Provider in relation to their Services; and
 - 5.3 meeting the costs of my participation in any Services.
6. To the maximum extent permitted by law, I release UniSA and each of its officers and employees from any claims, demands or losses that I may make or suffer (whether or not such claims, demands or losses are presently known, immediate, future or contingent) in connection with:
 - 6.1 its provision of the Accommodation;
 - 6.2 my booking of, involvement or participation in, the Services; and
 - 6.3 the quality of the Wellbeing Provider's provision of the Services.
7. I enter into this Deed Poll freely and voluntarily, and understand the effect of its provisions.
8. UniSA may rely upon, and enforce this Deed Poll, even though it is not a party to it.

EXECUTED unconditionally as a deed)
poll by being signed, sealed and)
delivered by)

_____)
[insert full name of Employee/Student])

in the presence of:)

_____)
Signature of witness)

_____)
Signature of **[Employee/Student]**

_____)
Full name of witness