

# PCYC Queensland Activities Terms & Conditions

## Membership entitlements

- Your membership is governed by this Agreement.
- This Agreement incorporates the terms of the Policies, Rules / Conditions of entry, and the Privacy Policy.
- Your Agreement does not automatically entitle you to membership as your application may be subject to further review by PCYC Queensland.
- Your membership permits you to use PCYC Queensland premises, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by PCYC Queensland.
- To change your details you must provide PCYC Queensland with any changes which are relevant to your membership in writing.
- By enrolling in a PCYC Queensland activity the registered member agrees to become a member of the appropriate affiliated body if requested and as determined by PCYC Queensland.
- If the registered member holds an affiliation registration not obtained through PCYC Queensland evidence of this registration must be provided upon request.
- Make up classes for Gymnastics are subject to availability at the discretion of PCYC Queensland.
- If the day or time of the class is no longer offered for the participant PCYC Queensland will in the first instance endeavour to find an alternative class.
- Paid-in-Full Term Fees who have Pay-in-Full Membership are unable to transfer their membership to another PCYC Queensland branded club. Exceptions may be allowed on request and at the discretion of PCYC Queensland.

Your PCYC Queensland Activity Fee entitles you to:

- Attend the paid activity in the PCYC Queensland club that you have enrolled in.

PCYC Queensland reserves the right to make changes to:

- Equipment supplied in any of its clubs at any time with or without notice.
- Activity schedules at any time (i.e. alter class type, times and coaches) with or without notice.
- PCYC Queensland Activities Terms and Conditions at any time.
- Class times, Instructors, location and days. If class changes affect a Member, the Member will be notified by telephone, text, email or in class notice.

## Membership obligations

Your PCYC Activities membership requires you to:

- Update your or the participants in your care's contact details with your club when they change.
- Comply with all Rules / Conditions of Entry (see in Club signage) and the guidelines in this agreement.
- Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- Inform us in advance if there are any risks to your health or the participants in your care's health and if required seek approval from a Doctor or General Practitioner.
- Acknowledge that it is your responsibility to cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.
- Inform the Coach or Instructor in advance of any issues including behavioural or physical that may affect participation in classes.
- Inform us if you or the participants that are in your care are feeling unwell or under the influence of drugs or alcohol upon arrival at the club.
- PCYC Queensland activity participants are obliged to follow the PCYC Queensland code of conduct. Where a sport requires a participant to abide by their code of conduct it is expected a member representing PCYC Queensland in their sport/activity will do so.

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# PCYC Queensland Activities Terms & Conditions

## Activity fees and payment types

### Direct Debit

For PCYC Queensland Activity fees payable by direct debit:

- You agree to pay all Activity Fees as set out in your Agreement and agree to be bound by the direct debit terms and conditions as described in the Payment Agreement.
- For a Direct Debit Membership you must make your payments on a fortnightly basis in advance.
- You must complete and agree to a Payment Agreement authorising PCYC's Queensland Payment Provider to debit the Membership Fee due for each direct debit period from your Billing Account.
- Direct debit providers may charge additional service fees in this instance fees will be presented to you in your payment agreement.
- PCYC Queensland will endeavour to contact you by phone, SMS or email to inform you of any overdue payments.
- In the event that PCYC Queensland cannot contact you, it will provide you with written notice of overdue payments.
- A member will be charged a Dishonour Fee in the event that a fortnightly direct debit payment is dishonoured by their financial institution.
- Additional fees (being bank charges or administrative charges incurred by the Payment Provider) will apply for any overdue or late payments.
- If there are repeated failures to meet your payment obligations (other than through the fault of PCYC Queensland or its Payment Provider), without prejudicing PCYC's Queensland rights to recover any overdue payments, your membership may be suspended or terminated by Written Notice to you.
- Members may place their membership on hold for a maximum of two weeks over the School Holiday periods. A hold request must be given in writing in advance (minimum of fourteen (14) days notice) and cannot be backdated. Class positions cannot be held in any case where holds are requested longer than 2 weeks in length. Schools holiday periods are based off the Queensland State School Holidays.
- PCYC Queensland may change its Payment Provider. In such circumstances, you must complete and agree to a Payment Agreement authorising PCYC's Queensland new Payment Provider to debit the Membership Fees due for each direct debit period from your Billing Account.
- PCYC Queensland reserves the right, from time to time, to change the Activity Fees charged to members for use of the Club facilities. PCYC Queensland agrees to use reasonable endeavours to provide you with Written Notice of the changes. The changes will take effect thirty (30) days after the Written Notice has deemed to have been received by you. We deem receipt to have occurred three (3) business days after the Written Notice was sent. At the end of the thirty (30) day period, you authorise PCYC Queensland and/or the Payment Provider to debit the new amount to your account.

### Pay in Full Term Fees

- For pay-in-full Term Fees you must pay your term fees in advance prior to the commencement of your activity.

### Pays as you go Fees

- Pay as you go fees must be paid at reception prior to the start of each activity. Please note that pay as you go fees are not applicable for all PCYC Queensland activities.

### Season Payments

- For pay-in-full Season Fees all fees must be paid in full prior to the season starting.

### Additional Fees

- Additional governing sporting body affiliation fees may be applicable and must be paid as required to compete or participate in the sport/activity. PCYC Queensland will provide notice of such additional fees.
- Competitions, tournaments, events, clinics or gradings are not covered by PCYC Queensland enrolment fees. Where additional fees are applicable, they must be paid by the due date and activity and membership fees must be current.
- Additional uniform fees may be applicable for some activities. The Coach/Instructor will provide sufficient notice of required purchase where this is the case. Where a uniform is required it would be expected that this is to be purchased within 28 days of commencing the sport or activity.

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## Fee Structure

Fee structures for PCYC Queensland activities are available from PCYC Queensland clubs

### Termination of Activity, cancellations and refunds

Where the injury or illness occurs independent of PCYC activity and preventing ongoing attendance. You may terminate your membership at any time on the following basis:

- You provide a request for termination of your membership in writing to PCYC Queensland.

You may make a request for a refund on the following basis:

If your request for refund is for reason of permanent sickness or physical incapacity and this prevents you from using the Club:

- » your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and
- » there will be a refund of any unused Membership Fees.
- In the event of death, your estate must provide written evidence in the form of a death certificate and all unused Membership Fees will be refunded.

If your request for termination is for reasons other than permanent sickness or physical incapacity:

In relation to Direct Debit Memberships:

- you must provide PCYC Queensland with Written Notice of termination at least twenty-eight (28) days before your direct debit bill date; and
- there will be no refund of any unused Membership Fees.
- In relation to Pay-in-Full Term Fees:
  - » you may not terminate the membership during the prepaid period (or get a refund), unless you suffer from a permanent sickness or physical incapacity as described above; and
  - » if you do not renew your Pay-in-Full Term/Season or ongoing Fees by the renewal date, your membership will automatically expire.
- PCYC Queensland may restrict your membership at any time on the following basis:
  - » concern for the health and/or safety of the member; or
  - » non-compliance, improper or harmful conduct engaged in by the member.
- PCYC Queensland may terminate your membership at any time on the following basis:
  - » you fail to make any payments of your Membership Fees;
  - » any fortnightly payments of fees are late;
  - » PCYC Queensland reasonably suspects that you are engaging in illegal activity in the Club;
  - » you fail to follow any of the Policies or Club Rules, or violate any part of this Agreement; or
  - » your conduct is improper or harmful to the best interest of PCYC Queensland members.
- In the event that PCYC Queensland terminates your membership termination will be effective on the date that PCYC sends Written Notice. You are liable for all financial obligations until that date. If you are a Pay-in-Full term member, PCYC Queensland will not refund any unused portion of your fees.
- Upon termination of your membership by PCYC Queensland, you will cease to have access to the Club, and PCYC Queensland has the discretion to deny you access to any PCYC Queensland Club. Any money owing to PCYC Queensland when your membership ends, remains immediately due and payable and PCYC Queensland will deduct the amount outstanding from any refund which you may be eligible. If there is not enough money to cover the amount owing to PCYC Queensland, you must pay the balance of the amount owing.
- Upon termination of your membership by your election, you may continue to use the Club for any period that you have paid in advance. You will cease to have access to the Club once any period you have paid in advance expires.
- Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

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## Club Access

All members must present to reception at the club at every visit to register their attendance for safety, security and insurance.

Members must present to reception before attending an activity:

- Members cannot permit other persons to enter under another members name.
- All guest visitors are required to sign in at reception and complete all relating paperwork and otherwise comply with the terms and conditions of PCYC Queensland.
- Entry to the club may be refused as a result of unpaid or outstanding membership fees as detailed in this agreement.

## Use of equipment and Liability of PCYC

- Only activity participants are permitted to enter the field of play, parents and guardians are to remain in the viewing area provided. With the exception where their participation is required.
- For the safety of you and others, please follow all instructions given by the coach.
- You are not permitted to enter the Activity area and/or use any equipment without approval.
- Where approval is granted, equipment is to be used correctly and with respect for others taking part in the activity.
- If equipment other than that supplied by PCYC Queensland for the Activity is required you are responsible for the supply and care of the equipment.
- PCYC Queensland is not liable to you for any personal property that is damaged, lost, or stolen while on or around the Club including, but not limited to, a vehicle or its contents or any property left in a locker.
- If you cause damage to the Club or any equipment you are liable to PCYC Queensland for its cost of repair or replacement.
- You understand and acknowledge that PCYC Queensland purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club.
- You understand and acknowledge that PCYC Queensland is providing recreational services and may not be held liable for defective products or equipment.
- All personal equipment is to be supplied by the individual activity participant.

## PCYC Queensland is not responsible for your medical/physical condition

- It is your responsibility not to use any equipment which may adversely affect any medical condition or illness.
- You hereby represent to PCYC Queensland and their directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the Club or its facilities.
- If you have any health or medical concerns now or after you join as a member of the Club, you must discuss them with your doctor before using the equipment or the Club.

## Security and Video Surveillance

- For security purposes, PCYC Queensland may use video surveillance equipment to monitor the Club.
- By signing your Agreement you acknowledge that by accessing any PCYC Queensland club you may be subject to video surveillance and recording and understand that PCYC Queensland will only use and store your image in accordance with our Privacy Policy.
- Video surveillance is limited to the floor area only and is not within the walls of the bathrooms or assessment

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## Intellectual Property Rights

Unless otherwise indicated PCYC Queensland own or license from third parties all rights, titles and interest including copyright designs and trademarks and other intellectual property rights (including all text graphics, logos audio and software) made available during our activities. Any reproduction or redistribution of PCYC Queensland materials without prior permission may result in civil or criminal penalties.

## Limitation of Liability

To the extent permitted by law, PCYC Queensland excludes any liability to the Member in Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with these terms and conditions and/or the services/products provided by PCYC Queensland, and/or any act or omission of PCYC Queensland.

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