

# PCYC Queensland Gym+Fitness Membership Terms & Conditions

## Membership entitlements

- Your membership is governed by this Agreement.
- This Agreement incorporates the terms of the Policies, the Gym+Fitness Rules of use, Rules 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 to your details, which are relevant to your membership in writing.
- PCYC Queensland will only hold your membership if you qualify for a Membership Hold. To be eligible for a membership hold you must be in good standing with all processing and enrolment fees paid and you must be current on your fortnightly fees. A membership can be placed on hold for a minimum period of 14 days and a maximum period of 8 weeks per membership year.
- Paid-in-Full Annual Members who have Pay-in-Full Annual Membership are unable to transfer their membership to another PCYC Queensland branded club, however the member is able to transfer to a non-member who is accepted as a member of the Club. A \$50 transfer fee is payable by the incoming member on transfer of the membership.

Your PCYC Gym+Fitness centre membership entitles you to:

- Work out as many times as you wish in each given period.
- Participate in normally scheduled group fitness classes. Additional fees may apply for group fitness memberships, programs or challenges. Some classes may require pre bookings.
- Use exercise equipment located on the gym floor and cardiovascular training areas.
- Where applicable, use the other facilities including pool, steam, sauna and other relaxation zone facilities.
- Where applicable, use squash, tennis, basketball and volleyball facilities where additional fees may apply.
- There are variations in the facilities and services provided at different PCYC Gym+Fitness centres. To ascertain exactly what a particular club provides in addition to the above entitlements, please enquire at the club directly. There may be additional fees charged to access these facilities and services.

PCYC Queensland reserves the right to make changes to:

- Exercise equipment supplied in any of its clubs at any time with or without notice.
- Group fitness schedules at any time (ie. alter class type, times and instructors) with or without notice.
- PCYC Queensland gym membership terms and conditions at any time.

## Membership obligations

Your PCYC Gym+Fitness centre membership requires you to:

- Update your contact details with your club when they change.
- Comply with all 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 if you participate in fitness services and if required seek approval from your Doctor or General Practitioner. You acknowledge that it is your responsibility to cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.
- Inform us if you are feeling unwell or under the influence of drugs or alcohol upon arrival at the club.

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## Membership fees

- You agree to pay all Membership 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.
- For a Pay-in-Full Annual Membership, you must pay your membership in advance according as indicated in your Agreement.
- 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.
- 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.
- 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, at any time, to change the Membership 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.

## PCYC Gym+Fitness membership types

PCYC Queensland offers a variety of PCYC Gym+Fitness centre membership types which may include the following offerings:

Gym+Fitness membership, Gym+Fitness membership may vary depending on size, quality and location of gym.

1. Gym+Fitness membership \$16.95 Per Week
2. Gym+Fitness membership \$14.95 Per Week
3. Gym+Fitness membership \$12.95 Per Week

\*Price does not include additional fees set by the direct debit provider which are applicable to all direct debits including discounted and concession rates.

Typical fees include a one off set up fee of \$5.50 and an ongoing fee of \$1.10 per fortnight. An example payment for a \$14.95 per week gym: \$36.50 including one off set up fee and ongoing charge. Ongoing fortnightly charges thereafter of \$31.00.

Price Tier	Applicable PCYC Queensland Gyms				
\$16.95	PCYC Ashmore	PCYC Dalby	PCYC Fortitude Valley	PCYC Gold Coast	PCYC Lang Park
\$14.95	PCYC Beenleigh	PCYC Cloncurry	PCYC Inala	PCYC Logan	PCYC Townsville
	PCYC Blackwater	PCYC Fernvale	PCYC Innisfail	PCYC Mount Isa	PCYC Upper Ross
	PCYC Bundaberg	PCYC Goondiwindi	PCYC Ipswich	PCYC Nerang	PCYC Bayside
\$12.95	PCYC Biloela	PCYC Edmonton	PCYC Hills District	PCYC Pine Rivers	PCYC Toowoomba
	PCYC Cairns	PCYC Emerald	PCYC Mackay	PCYC Redlands	PCYC Zillmere
	PCYC Cooktown	PCYC Gladstone	PCYC Maranoa	PCYC South Burnett	
	PCYC Deception Bay	PCYC Hervey Bay	PCYC Mareeba	PCYC Sunshine Coast	

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## Discounts

A discounted rates of 20% is available on the above rates on production of

A valid Senior Card

A valid Disability Card

For people under 18 years of age providing evidence of date of birth.

On production of a valid corporate offer issued by PCYC Queensland

Discounted rates are only available to the holder of an above valid card or as specified within a corporate offer. Discounts for Gym+Fitness cannot be exchanged for other goods or services and are non transferable.

## Casual membership

No discount is applicable for casual Gym+Fitness membership

Weekly casual membership \$20 per week

## Upfront membership

No discount is applicable to upfront Gym+Fitness membership

1. Annual Gym+Fitness membership \$699
2. Annual Gym+Fitness membership \$619
3. Annual Gym+Fitness membership \$529

## General conditions of entry

- You are required to act responsibly.
- Care of personal property is the responsibility of the owner.
- Bags and personal items must be stored where they will not present a risk to others.
- Appropriate attire and footwear to be worn at all times.
- Use equipment for its intended purpose only including safety features. If unsure, please ask for information and advice.
- PCYC Queensland has a zero tolerance for illegal or illicit drugs – persons under the influence of drugs or alcohol will be refused entry.
- Disorderly, disruptive, inappropriate or anti-social behaviour including offensive or abusive language will not be tolerated at any time.
- Report any hazards, incidents, faulty equipment, misuse of equipment or unsafe practices to PCYC Queensland staff immediately.

## Club access

All members must purchase their own fob key (unless under 18) which is attached to their personal account. Only one fob key per user is permitted. The member must present their fob key upon entry and scan in individually to the club at every visit to register their attendance for safety, security and insurance.

- Members without 24/7 access must present to reception before attending the PCYC Gym+Fitness centre.
- Members cannot permit other persons to use their fob key.
- Members cannot allow other persons into the gym with their fob key.
- Lost or stolen 24/7 fob keys must be reported as soon as practicable during business hours to your club. (Replacement fob fee \$30).
- If you lose your fob key you must notify the club at your earliest opportunity so the fob key can be disabled and a replacement can be purchased from Reception upon providing proof of identification.
- 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.

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## Ultimate Fit Pass access:

Members may access PCYC Queensland Gyms other than their home club gym under the following terms:

- Member understands the safety equipment and features shown in the induction are present in all PCYC Queensland Gym + Fitness centres and that it is the members responsibility to familiarise themselves with these pieces of equipment prior to commencing training at a new PCYC Gym + Fitness location.
- Ultimate Fit pass access is only available to members over the age of 18.
- A member's home club is the gym you originally signed up and/or most often use, a member may be asked to transfer from one home gym to another and pay the appropriate fees if this is their most used gym.
- Access to another PCYC Gym and Fitness facility is for gym only and does not include classes.
- PCYC Queensland reserve the right to charge an additional fee for this service at our discretion, subject to notice provided to members with a minimum of 30 days' notice provided.
- Any access issues should be directed to your home club.
- Ultimate Fit Pass only available at PCYC Toowoomba and PCYC Cooktown during staffed hours.
- Ultimate Fit Pass only available for direct debit and upfront annual Gym+Fitness memberships; not available for casual memberships.

## Use of equipment

For the safety of you and others, please follow all equipment operating guidelines and safety instructions on the equipment. Where instructions are not available please see staff.

- Equipment inductions are available to all members free of charge. Please see reception to book this.
- If you are not sure of correct use or operation of equipment please seek assistance from a PCYC Queensland staff member.
- Where Functional Training Zones are available please seek assistance from a Personal Trainer or qualified instructor if you are unfamiliar with the equipment or its safe and appropriate use.
- You are required to return equipment to their original state when you have finished, including:
  - » Return weights and bars to their rack;
  - » Unload plates from machines and bars;
  - » Equipment is not to be left unattended; and
  - » Return equipment to its storage location in Group Fitness classes.

## Age restrictions and supervision requirements\*

- All members of PCYC Gym+Fitness centres must be a minimum of 12 years of age. All members aged 12 – 17 years must have a parent or guardian co-sign this Agreement.
- All members aged 12 years – 17 years must undertake a mandatory PCYC Queensland Gym induction prior to participating in any PCYC Gym+Fitness activity.
- Members aged 12-15 years may only enter and train during staffed hours and must be supervised by a parent or guardian at all times.
- Members aged 16-17 years may enter and train unsupervised during staffed hours provided parent or legal guardian consent has been given. If no parent or legal guardian consent has been given, supervision is required.
- Supervision must be undertaken by:
  - » A parent or guardian who has current PCYC Queensland Gym+Fitness membership; or
  - » A qualified professional in the instance where the younger person is part of a PCYC Queensland program.
- The supervising person shall be actively watching and close to the member at all times whilst in the gym.

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Requirements for member entry to PCYC Gym+Fitness	12-15 years	16-17 years	18 and over
Current PCYC Membership and current photo	Mandatory	Mandatory	Mandatory
Parent/legal guardian for Gym+Fitness membership	Mandatory	Mandatory	Not required
Parent/guardian supervision while using Gym+Fitness	<b>Staff Club Hours</b>		
	Mandatory	Not required if parent/legal guardian consent has been given for member to train unsupervised	Not required
	<b>24/7 Gym – Outside Staffed Club Hours</b>		
	NA – No entry permitted	Mandatory parent/guardian supervision required	Not required
Gym+Fitness orientation (welcome to house)	Mandatory	Mandatory	Mandatory
24/7 Orientation	NA – No entry permitted	Mandatory	Mandatory
Introduction to gym and safe use of equipment	Mandatory	Mandatory	Optional
Pre-exercise questionnaire (to inform PCYC Queensland of medical condition)	Mandatory requirement to inform upon joining and on change in condition	Mandatory requirement to inform upon joining and on change in condition	Mandatory requirement to inform upon joining and on change in condition

\*A current safety alert is still in place relating to minors. Please contact your club for details.

## People requiring a support worker/carer while using PCYC Queensland Gym+Fitness facilities

- Support workers/carers are to abide by all PCYC Queensland conditions of entry. All terms and conditions including conditions of entry apply to the member requiring a support worker/carer .
- Where a member requires a support worker/carer, they are only permitted to use the gym during staffed hours. An exception to this term is made when the member is attending an appointment with an approved PCYC Queensland Staff member, or a licenced exercise professional who has an agreement in place with PCYC Queensland.
- All support workers/carers bringing members to the gym must complete a gym induction.
- Support workers/carers attending the gym must be signed in as a visitor at reception.
- Where person requires a support worker/carer they must still be able to personally use the emergency equipment as required, or the carer/ support worker or PCYC Queensland Staff member or licenced exercise professional working with the member must be able to enable the safe use of emergency equipment
- Support workers/carers are not permitted to utilise the equipment unless they are a full PCYC Queensland Gym+Fitness member.
- The support worker/carer must stay and support the member at all times, providing active support as required by the member.

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## PCYC Queensland not responsible for your medical/fitness condition

- It is your responsibility not to use any equipment which may adversely affect any medical condition.
- You hereby represent to your Club and 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.
- You acknowledge that PCYC Queensland did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.
- It is a mandatory condition of membership with PCYC Queensland that each member upon joining and on change in condition must complete the Pre-Exercise Questionnaire.
- You will not be permitted to use the Club until you have completed the Pre-Exercise Questionnaire.
- PCYC Queensland reserves the right to restrict, suspend or terminate your membership if PCYC is of the reasonable opinion that you are unfit to utilise the PCYC Gym+Fitness facilities. If your membership is restricted or suspended for this reason, your membership will not be reinstated until you provide PCYC Queensland with a medical certificate confirming that you are fit to train.

## 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 Gym+Fitness 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 rooms.

## Liability of PCYC

- 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.
- 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.

## Termination of membership

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

If your request for termination 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.

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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 and allow PCYC Queensland sufficient time to process your termination.
- there will be no refund of any unused Membership Fees as the cost of refunding these fees would be in excess of any fees refundable.

In relation to Pay-in-Full Annual Members:

- » 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 Annual membership 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 Annual 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 branded 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.

## 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.

## Statutory guarantees relating to the supply of services

- Under the Competition and Consumer Act 2010 (Cth) certain consumer guarantees apply to the supply of goods and services to consumers. These guarantees mean that PCYC Queensland will guarantee that the services it supplies to you are:
  - » rendered with due care and skill;
  - » fit for any purpose you have told us you are acquiring the services for; and
  - » supplied within a reasonable time.

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## Commercial use of Gym+Fitness facilities

Commercial or professional use requires permission and an agreement with PCYC Queensland prior to undertaking any business activities and is at the sole discretion of PCYC Queensland. This applies to paid or unpaid services that may be rendered. These activities may include but are not limited to:

- Personal Training
- Small Group Fitness Training
- Group Fitness
- Exercise Physiology
- Physiotherapy
- Exercise Science Training
- RTO Training Providers
- Any other business

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