PCYC Queensland Gym+Fitness
Membership Terms & Conditions

Membership entitlements

- Your membership is governed by this Agreement.
- This Agreement incorporates the terms of the PCYC Queensland Policies, Gym+Fitness Rules of use, Rules of Entry, and the Privacy Policy.
- Your application does not automatically entitle you to membership as it 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 other than in accordance with this Agreement.
- 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 fees paid up to date. A membership can be placed on hold for a minimum period of 14 days and a maximum period of 8 weeks per membership year.
- You must provide a request for hold of your membership in writing to PCYC Queensland.

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 PCYC Gym+Fitness centre 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 PCYC Queensland Conditions of Entry, Policies, Gym+Fitness Rules of use, Rules of Entry, the Privacy Policy, and any 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.
- 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 this Agreement and agree to be bound by the direct debit terms and conditions as described in any Payment Agreement.
- For a Direct Debit Membership you must make your payments on a fortnightly basis in advance.
- For a Paid-in-Full Annual Membership, you must pay your membership in advance 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 may 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.
- Any failure to meet your payment obligations may be referred to a debt collection agency where additional fees may be applicable and, without prejudicing PCYC's Queensland rights to recover any overdue payments, your membership may be suspended or terminated.
- 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 thirty (30) days written notice of the changes.. The thirty (30) days will commence 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:

- **Weekly Gym+Fitness membership**,

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

  1. Direct Debit Fortnightly – Gym+Fitness Membership (Tier 1) : $19.50 per week
  2. Direct Debit Fortnightly – Gym+Fitness Membership (Tier 2) : $17.50 per week
  3. Direct Debit Fortnightly – Gym+Fitness Membership (Tier 3) : $15.50 per week

  *Price does not include additional once off set up fee 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.

Tier	Price	Applicable PCYC Queensland Gyms			
1	$19.50	PCYC Ashmore PCYC Bayside PCYC Beenleigh PCYC Caboolture	PCYC Dalby PCYC Fortitude Valley PCYC Gladstone PCYC Gold Coast	PCYC Goondiwindi PCYC Inala PCYC Lang Park PCYC Logan	PCYC Mount Isa PCYC Nerang
2	$17.50	PCYC Blackwater PCYC Bundaberg PCYC Cairns PCYC Cloncurry	PCYC Deception Bay PCYC Fernvale PCYC Hervey Bay PCYC Hills District	PCYC Emerald PCYC Innisfail PCYC Ipswich PCYC Pine Rivers	PCYC Townsville PCYC Upper Ross PCYC Zillmere
3	$15.50	PCYC Edmonton PCYC Mackay	PCYC Maranoa PCYC Redlands	PCYC South Burnett PCYC Sunshine Coast	

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- **Casual Gym+Fitness membership**

  No discount is applicable for casual Gym+Fitness membership

  Weekly casual membership

  Tier 1- $35

  Tier 2- $30

  Tier3- $25

- **Paid in Full Gym+Fitness membership**
  1. Tier 1: Annual Gym+Fitness membership $985.40
  2. Tier 2: Annual Gym+Fitness membership $881.40
  3. Tier 3: Annual Gym+Fitness membership $777.49

Discounts

A discounted rate is available on the above rates and upfront memberships on production of:

- A valid Senior Card of 20%
- A valid Companion Card of 20%
- For people under 18 years of age, evidence of date of birth of 20%
- On production of a valid corporate offer issued by PCYC Queensland, at the rate stated in the offer.
- Proof of eligibility of a PCYC Queensland Staff discount inline with the Enterprise Agreement.

Discounts for Gym+Fitness cannot be exchanged for other goods or services and are non-transferable.

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 Gym+Fitness centre 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 PCYC club at every visit to register their attendance for safety, security and insurance purposes.

- Members without 24/7 access must present to reception before attending a PCYC Gym+Fitness centre.
- Members cannot permit other persons to use their fob key.
- Members cannot allow other persons into the PCYC Gym+Fitness centre 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 Gym+Fitness centres other than their home PCYC Queensland Gym+Fitness centre under the following terms:

- 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 Queensland Gym+Fitness centre location.
- Ultimate Fit pass access is only available to members over the age of 18.
- A member's home PCYC Queensland Gym+Fitness centre is the PCYC Queensland Gym+Fitness centre you originally signed up and/or most often use, a member may be asked to transfer from one home PCYC Queensland Gym+Fitness centre to another and pay the appropriate fees if this is their most used centre.
- 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 PCYC Queensland Gym+Fitness centre .

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

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.

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PCYC Queensland Gym+Fitness
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Age restrictions and supervision requirements*

- All PCYC Gym+Fitness centres members 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 of 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.

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	**Staff Club Hours**		
	Mandatory	Not required if parent/legal guardian consent has been given for member to train unsupervised	Not required
	24/7 Gym – Outside Staffed Club Hours		
	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

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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+Fitness centres 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 licensed exercise professional who has an agreement in place with PCYC Queensland.
- All support workers/carers bringing members to the Gym+Fitness centre must be signed in as a visitor at reception and complete a Gym+Fitness centre induction.
- Where a member 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 licensed exercise professional working with the member must be able to enable the safe use of emergency equipment.
- Support workers/carers are not permitted to use the equipment unless they are a full PCYC Queensland Gym+Fitness centre member.
- The support worker/carer must stay and support the member at all times, providing active support as required by the member.

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 PCYC Queensland and their directors, officers, employees, contractors, volunteers and agents that 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 Gym+Fitness centre, you must discuss them with your doctor before using the equipment or the Gym+Fitness centre.
- 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 Gym+Fitness centre 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 PCYC Club and the Gym+Fitness centre.
- By signing your Agreement you acknowledge that by accessing any PCYC Club and Gym+Fitness centre 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.

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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 Gym+Fitness centre.
- 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 for any personal property that is damaged, lost, or stolen while on or around the PCYC Club or a Gym+Fitness centre including, but not limited to, a vehicle or its contents or any property left in a locker.
- If you cause damage to the PCYC Club, any Gym+Fitness centre, or any equipment you are liable to PCYC Queensland for its cost of repair or replacement.
- To the extent permitted by law, you release PCYC Queensland, its officers, employees, volunteers and agents from, and indemnify each of them against, any and all claims of whatever nature that you (or your child or ward if signing this Agreement on their behalf) may have, whether in tort, under statute or in any other way, for any injury, damage or loss of any kind whatsoever (including, without limitation, direct, indirect, special or consequential loss or damage), that you (or your child or ward if signing this Agreement on their behalf) may suffer or incur at a PCYC Club or arising from or in connection with the use of a PCYC Gym+Fitness centre.

Activ8 8 Week Challenge $99 Instalment Offer

Eligibility

- This offer is available exclusively to existing active gym members with a current direct debit membership.
- Members must be in good financial standing with no outstanding membership arrears.

Offer Details

- The total cost of the 8-Week Challenge is **$99.00.**
- The cost will be paid via **equal fortnightly instalments**, automatically added to the member's existing membership direct debit schedule.
- Instalment amounts and payment dates will align with the member's current billing cycle.

Payments

- Payments will be processed using the same direct debit account details currently held on file for membership fees.
- The instalment plan will continue until the full $99.00 challenge fee has been paid.
- Failed or declined payments will be subject to the same dishonour fees and processes as standard membership payments.

Cancellations & Refunds

- Members may opt to withdraw from the 8-Week Challenge at any time, and in doing so, forfeit access to all online elements of the challenge.
- If a member withdraws from the challenge after commencement, no refund of instalments paid to that date will be provided. All remaining instalments will be cancelled or credited.
- Members who cancel their gym membership before completing the instalment plan are not liable for the outstanding balance of the $99.00 challenge fee.
- Failed payments – on the second failed payment the member will be removed from the challenge and remaining instalments cancelled.

General Conditions

- Participation in the challenge is subject to gym policies, safety guidelines, and any challenge-specific rules communicated at registration.
- The gym reserves the right to cancel or amend the challenge, in which case affected members will be refunded for any unused portion of the challenge fee.
- The offer is not transferable and cannot be exchanged for cash or other services.

Acceptance of Terms

- By opting into the instalment plan, members agree to these Terms & Conditions and authorise the gym to add the fortnightly challenge instalments to their existing direct debit membership payments.

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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.

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 Paid-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 Paid-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 any other 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 PCYC 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 Paid-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 PCYC Clubs. 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 PCYC Club for any period that you have paid in advance. You will cease to have access to a PCYC 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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