

PCYC Member number

Member name

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# PCYC Gym + Fitness

MEMBERSHIP FORM

Please fill out the below information for your gym membership:

Full name	<input type="text"/>	Date	<input type="text"/>
Address	<input type="text"/>	D.O.B	<input type="text"/>
Mobile	<input type="text"/>	PCYC Member number	<input type="text"/>
Email	<input type="text"/>		

PLEASE SELECT 1 (ONE) MEMBERSHIP OPTION FROM THE BELOW:

**STANDARD OPTIONS** (tick one box only, if you choose a concession or other membership, please fill out the information in the right hand column)

- FLEXIBLE - \$27.90 Per fortnight, cancel any time with 30 days notice
- LIFESTYLE - \$23.90 per fortnight, 12 month term, 50% cancellation fee

**UPFRONT MEMBERSHIPS**

- 12 months upfront - \$590.00  1 month upfront - \$75.00

**CONCESSION MEMBERSHIPS**

- CONCESSION - \$21.90 per fortnight
- CONCESSION - 1 month upfront - \$65.00

Concession card type	<input type="text"/>
Card number	<input type="text"/>
Expiry date	<input type="text"/>

**OTHER**

- 12 month Police membership  NSW Police Badge number
- Fitness Passport membership  Member number

**AMOUNT PAYABLE**

In order to begin your PCYC Gym + Fitness membership, I agree to pay the below amounts, today:

Joining fee:	\$	<input type="text"/>
Pro-rata:	\$	<input type="text"/>
Other fees:	\$	<input type="text"/>
<b>Total due today:</b>	<b>\$</b>	<input type="text"/>

Would you like to be contacted by a Personal Trainer for a Gym program? YES  NO

**INDUCTION / ORIENTATION IS OFFERED TO ALL PERSONS ABOVE 18YRS**

Please sign here if you do not wish to take part in an Induction

Optional Initial:

Member Signature:  Date

Staff member signature  Date

## MEMBERSHIP TERMS AND AGREEMENT

I hereby agree to the Gym + Fitness membership with PCYC NSW. I understand that I am responsible to make payments of:

Amount: \$   
Frequency:  (Upfront or fortnightly)  
Commencing on:  /  /

*Failure to pay the above fees on time will result in PCYC NSW terminating my membership or incurring a **\$10 dishonour fee** paying before resuming my Gym + Fitness membership.*

This membership agreement is subject to a 10 day cooling off period in which the consumer is entitled to a full refund if the service does not meet expectations. This must be requested in writing within 10 days of entering the agreement and submitted to PCYC NSW.

### I accept that I must adhere to the following entry requirements of the Gym + Fitness centre:

1. Treat all equipment with care and respect to ensure the longevity of the equipment
2. Wipe all machines after use, and replace all equipment in the place it belongs
4. Be courteous of and share equipment with other gym members
5. Do not yell, use profanity, bang equipment or make excessively loud noises
6. Ask staff how to correctly use equipment if unsure to prevent injury or harm
7. Do not leave bags or personal belongings on the gym floor
8. Notify club staff of any noticeable damage, or safety hazards
9. Sanitise/wash hands prior and after your workout.
10. Suspensions may apply if the above is not adhered to

I understand that **I can place my membership on hold and pause payments for up to 6 weeks** per year, with a minimum of one weeks notice provided to the Gym + Fitness Centre. During this time I will be unable to access the Gym + Fitness Centre.

Initials:

I acknowledge that I have been given the option of choosing a membership based on either periodic billing or pre-payment. I have chosen to pay my membership by periodic billing/ pre-pay my entire membership fee.

Initials:

I acknowledge that unless I provide **written notice of termination of my membership** prior to the end of the minimum period of my periodic billing membership contract, my membership fees will continue to be deducted until 30 days after I provide written notice of termination to the fitness centre. I understand that the fitness centre must respond to its receipt of a written termination notice within 7 days.

Initials:

I,  declare that I understand and agree to the terms and conditions of membership at PCYC Gym + Fitness. I have read and the terms and conditions of the previously mentioned membership.

Member Signature:

Date

Team member signature

Date

## PRE-EXERCISE QUESTIONNAIRE (COMPULSORY)

This form is designed to assess whether you need a medical clearance before you commence an exercise program, join a health & fitness facility or aim to increase your current level of physical activity. Please read each question carefully and answer to the best of your knowledge:

1. Has your doctor ever said you have heart trouble or have you ever suffered a stroke?	Yes	No
2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4. Have you had an asthma attack requiring immediate medical attention at any time over the past 12 months?	Yes	No
5. If you have diabetes (type I or II), have you had trouble controlling your blood glucose in the last 3 months?	Yes	No
6. Do you have any diagnosed muscle, bone or joint problems that you have been told it could be made worse by participating in physical activity/exercise?	Yes	No
7. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No
If you answered yes to any of the above questions, we require that you obtain clearance from a GP or health professional prior to undertaking or participating in a fitness activity in our facility.		
If you answered 'no' to all of the 7 questions, and you have no other concerns about your health, you may proceed to sign, and undertake light-moderate intensity physical activity/exercise.		

Signature

Date

## USER DECLARATION & RELEASE OF LIABILITY

I wish to participate in organised gym and weights activities, and/or use gym and weights areas and equipment. I declare that: My membership is current; I am competent to use the Club's equipment; I will not misuse equipment; I will report faulty or damaged equipment; I acknowledge my membership commitment to follow the PCYC Code of Conduct.

I understand I am enrolling in a program of physical activity and use of various conditioning and exercise equipment. I hereby affirm that I am in good physical condition and do not suffer from any medical conditions or have any physical restraints that would prevent or limit my participation in such physical activity.

I fully understand that I may suffer injury as a result of my participation and I hereby release the Trainer and The Premises from any and all liability now or in the future, including but not limited to, medical expenses, lost wages, pain and suffering, that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, whether occurring during or after my participation in the program or use of the conditioning and exercise equipment and facilities, regardless of fault.

I hereby agree to accept and be legally bound by this agreement. By signing below, I attest, contract, acknowledge, and agree that I am legally bound in consent.

Signature

Date

STAFF

## Introduction

By signing your PCYC Gym & Fitness Membership form you acknowledge and agree that:

You have been provided a copy of the Terms & Conditions and agree to abide by your obligations where stated.

You are medically fit to undertake exercise and the use of equipment at PCYC Gym & Fitness locations is at your own risk and responsibility and may pose a risk to your health.

The club will take no responsibility for lost or stolen items.

The PCYC Gym and Fitness area may be monitored by CCTV.

## Membership Options

PCYC Gym and Fitness Membership is limited to persons 14 years and over.

Before taking out a PCYC Gym and Fitness Membership, all persons must hold a valid annual PCYC Club Membership. The Annual PCYC Club Membership is non-refundable.

PCYC Gym & Fitness Memberships commence from the date listed on the completed PCYC Gym and Fitness Membership form.

PCYC Gym & Fitness has the following membership options:

TYPE	Definition	Minimum Term	Expiry Date
<b>Casual Visit</b>	A once off gym access, paid on the day. Accesses all areas under Gym & Fitness only	Day of visit paid	Day of visit paid
<b>1-Month Upfront</b>	Payment is required upfront and in full. Upfront memberships are non-refundable, and suspension is not available on this membership. Accesses all areas under Gym & Fitness only	30 calendar days	30 calendar days from date of purchase
<b>12-Months Upfront</b>	Payment is required upfront and in full. Upfront memberships are non-refundable, and suspension is not available on this membership. Accesses all areas under Gym & Fitness only	364 calendar days	364 calendar days from date of purchase
<b>Flexi Direct Debit</b>	A month-by-month membership paid fortnightly via direct debit. Suspension is available on this membership, minimum 2 weeks and a maximum 6 weeks per calendar year. Accesses all areas under Gym & Fitness only	30 calendar days	Ongoing until you provide 30 days' notice to cancel
<b>12-Months Direct Debit</b>	A 12-month membership paid fortnightly via direct debit. Suspension is available on this membership, minimum 2 weeks and a maximum 6 weeks per calendar year. Accesses all areas under Gym & Fitness only	364 calendar days	Ongoing until you provide 30 days' notice to cancel + Payout a cancellation fee if within term
<b>Dual Memberships</b>	Generally, a combined activity such as boxing/gym. This can be paid as upfront or direct debit, each club may vary	30 calendar days	30 calendar days from date of purchase

## Membership Fees

We reserve the right, at any time to increase the membership fees charged and will provide notice of the change in writing to you by email with a minimum of one (1) calendar months' notice.

Once reasonable notice has been provided, you hereby authorise PCYC to automatically adjust the direct debit amounts charged to your nominated financial institution.

Membership fees will not be adjusted due to the PCYC Gym and Fitness Club being closed due to a gazetted Public Holiday.

## Minors

Minors between the ages of 14 – 17 years may be eligible for a PCYC Gym & Fitness Membership subject to the following age policy and conditions. The minor must:

- Have the Gym and Fitness Membership Form co-signed by a parent/guardian.
- Be inducted by a suitably qualified PCYC employee on commencement of the Gym and Fitness Membership.
- Complete quarterly check in assessments with a suitably qualified PCYC employee.
- Abide by the PCYC Code of Conduct.
- Comply with all safety requirements of the club as communicated from time to time.
- Not misuse equipment.

Failure to abide by the above conditions may result in the cancellation of the gym membership.

## Age Policy

### 14 years

- Access to the Gym will only be permitted if the minor is directly accompanied by a parent or guardian.
- Permitted equipment usage is as follows:
  - Non weight based group fitness
  - Cardio equipment
  - Other equipment as prescribed by a medical or exercise professional

### 15 – 17 years

- Access to the Gym independently (without parent or guardian).
- Permitted equipment usage is as follows:
  - All group fitness
  - Weight based equipment and Cardio equipment

Initials:

## Legal Responsibilities

- You must advise PCYC of any changes to your contact information or bank details or any other changes of circumstances that may affect your membership.
- You must complete the medical questionnaire at the commencement of your Gym and Fitness Membership, informing us of any medical conditions or disabilities that may affect your abilities to use the gym equipment.
- You must notify us in writing of any new medical conditions or disabilities after completion of the medical questionnaire. This should include copies of written approvals from medical or suitably qualified professionals on the types of exercises permitted and limitations on use of equipment.

## Renewing Membership

- You are required to hold a valid PCYC club membership. Adults \$30, U18 \$15. Paid annually, at the time of joining.
- Upfront Gym Memberships must be renewed before expired dates to maintain full access to gym facilities.

## Outstanding Fees

- Any amount payable for your Gym and Fitness Membership that is not paid on the due date, may have the Gym and Fitness Membership suspended until such time as overdue payments are paid in full.
- Memberships that exceed \$100.00 in arrears may be referred to a third-party Debt Collection Agency.

## Failed Direct Debit Payment Fee

- A Failed Payment Fee (Dishonour Fee) of \$10.00 (including GST) per each failed transaction will be charged to your membership account.
- Should the outstanding fees not be paid in the club before the next direct debit cycle, all arrears will be added to the following direct debit payment.

## Cancellation/Termination - Cooling-off Period

- Your membership is subject to a seven (7) business day cooling-off period.
- The cooling-off period applies to new memberships only and does not apply to membership transfers or renewals.

The cooling-off period commences from the date of the signed agreement and ceases at the close of seven (7) business days later.

## Cancellation/Termination - Cooling-off Period

- Your Gym and Fitness Membership can be cancelled during the cooling-off period by advising of the membership cancellation in writing to your home PCYC Club.
- All monies paid will be refunded.

## Cancellation of Direct Debit Memberships - Ongoing Direct Debit Membership

- Cancellation of an Ongoing Direct Debit Membership will require you to provide your home PCYC club with 30 calendar days written notice.
- Cancellations of an Ongoing Direct Debit Membership will not be accepted over the phone.
- An Ongoing Direct Debit Membership will not be cancelled if there are outstanding payments on the account. The outstanding payments will need to be paid before the membership is cancelled.
- On Ongoing Direct Debit Membership is not able to be placed on suspension during the cancellation notice period.

## Cancellation of Direct Debit Memberships - Within Term Direct Debit Membership

- Cancellation of a Within Term Direct Debit Membership will require you to pay 50% of the remaining term of the membership. Once the agreed balance has been fulfilled, the membership will be terminated immediately.
- A Within Term Direct Deposit Membership may be cancelled within the minimum term without penalty when:
- You contract a serious illness or a permanent physical incapacity during the term of your membership. You must provide in writing from a qualified medical practitioner a certificate showing you are unable to use any of the equipment due to your illness or physical incapacity. You agree that PCYC may contact the medical practitioner for verification purposes.
- You provide 30 calendar days' notice in writing (including evidence of relocation) if you relocate more than 15 km from a PCYC Gym and Fitness Centre.

## Membership Hold

- Direct Debit Members can place their membership on hold for the following periods per calendar year:
- Minimum period – 2 weeks
- Maximum period – 6 weeks
- A minimum of 5 business days written notice is required to the club for processing.
- Memberships will not be placed on hold if there are outstanding payments on the membership account.

## Transfer of Membership

- Transfer of Membership to another person within the minimum term of your membership as long as:
- The person is not an existing member of PCYC Gym and Fitness.
- Has not previously been a member of PCYC Gym and Fitness in the past three (3) months.
- Completes the new membership process.
- A transfer fee of \$30.00 is payable on transfer of the membership.
- The new member agrees that they will only be taking the remainder of the minimum term.

## CCTV

- You acknowledge and understand that CCTV may be installed in appropriate areas within each PCYC Gym and Fitness area.
- The CCTV will be used as a strategic component for team member and member safety and crime and misconduct prevention.
- By entering the PCYC Gym and Fitness area, you consent to being filmed under CCTV for these purposes and understand that PCYC will only use and store your image in accordance with PCYC's Privacy Policy.

## Changes to Terms and Conditions

We may need to change the terms and conditions of membership, services, facilities and hours of operation offered by the Gym and Fitness Club. Any such changes will be notified to you by email with a minimum of 14 calendar days' notice.

Initials:

<b>DIRECT DEBIT REQUEST</b>	
<b>Business details (Business)</b>	
Facility name:	PCYC Wagga Wagga
Address:	11 Fitzhardinge St, Wagga Wagga NSW 2650
Phone:	(02) 6921 5873
ABN:	89 401 152 271
Customer details	
Full name:	
Phone:	
Mobile:	
Date of birth:	
Address:	
Email address:	
Payment details	
Payment amount:	
Payment Frequency:	Fortnightly
Day of the week/month:	Thursday
First payment date:	
<b>Direct debit from bank account, building society or credit union</b>	
Financial institution:	
Account name:	
BSB number:	
Account number:	
<b>Authorisation:</b> I/we authorise you until further notice to debit my/our account with all amounts which Debitsuccess Pty Limited, the registered initiator of the above Authorisation Code may be initiated by Direct Debit. I/we acknowledge and accept that the bank accepts this authority only upon the conditions set out in this form.	
I confirm that I have authority over this bank account and that it can be operated severally:	[yes] / [no]
Credit card (Visa, Mastercard)	
Charge my payments to:	
Card number:	
Expiry date:	
Name on card:	
<b>Authorisation:</b> By signing this form I/we authorise Debitsuccess Pty Limited, contracted by and acting on behalf of the Business to collect payments due by me/us pursuant to the Agreement (defined below), to debit payments from my specified Credit Card above, and I/we acknowledge that Debitsuccess will appear as the merchant on my credit card statement. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business and where such instructions from the Business are received by Debitsuccess Pty Limited, I/We do not require Debitsuccess Pty Limited to notify me/us of such variations to the debit amount.	
This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request and the provided DDR Service Agreement which follows, and I/we have read and understood the same.	
Signature:	Date:



**Direct Debit Request (DDR) Service Agreement****DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**

This DDR Service Agreement is designed to explain what your obligations are when undertaking a direct debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request.

**INITIAL TERMS**

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) (**Debitsuccess**) APCA User ID 496485 to make periodic debits on behalf of the "Business" as indicated on Direct Debit Request.

I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the Direct Debit Request, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the Direct Debit Request as instructed by the Business.

**RELATIONSHIP**

I/We acknowledge that Debit success has been contracted by the Business to collect the payments due under the agreement that I/we have entered into with the Business pursuant to which I/we have agreed to pay for goods/services provided by the Business (**Agreement**). All payments due by me/us to the Business shall be made to Debitsuccess.

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business. I/We acknowledge that Debitsuccess sole responsibility is to make periodic debits as set out in the Direct Debit Request.

**CLEARED FUNDS**

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment (Day to Debit) to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/We agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution and by the Business.

**VARIATIONS TO DEBIT TERMS**

I/We authorize Debitsuccess to vary the amount of the payments upon instructions from the Business, and where such instructions from the Business are received by Debitsuccess, I/we do not require Debitsuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that Debitsuccess/or the Business is to provide 14 days' notice if varying the terms of the debit arrangements otherwise than as provided for herein.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement must be directed to the Business.

**CANCELLING THESE DEBIT TERMS**

I/We understand that I/we are able to cancel this DDR Service Agreement by requesting this of the Business or my/our Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

**NON WORKING DAY**

When the Day to Debit falls on a weekend or public holiday the debit will be initiated on the next working day.

**DISHONoured PAYMENTS**

I/We acknowledge that:

- (a) if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges charged by the Business as a result, in addition to any Financial Institution charges and collection fees; and
- (b) Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

**ACCURACY OF INFORMATION**

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the Direct Debit Request are correct and that Debitsuccess is not liable to the extent that any such details are incorrect and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the Direct Debit Request, I/we agree that Debitsuccess may continue to debit from the credit card in accordance with the terms of this DDR Service Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of any replacement credit card to Debitsuccess via the Business.

**DISPUTES**

I/We acknowledge that any disputes regarding debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to direct any such dispute to my/our Financial Institution.

**OTHER AUTHORISATIONS**

I/We authorise:

- (a) Debitsuccess to verify details of my/our account with my/our Financial Institution; and
- (b) The Financial Institution to release information allowing Debitsuccess to verify my/our account details.
- (c) Any notices to be given to me/us by electronic mail to the email address on the Direct Debit Request (or any other email address notified in writing by me/us).

I/We acknowledge that:

- (a) This DDR Service Agreement will remain in force and effect in respect of all direct debits passed to my/our account in good faith notwithstanding my/our death/bankruptcy or other revocation of this DDR Service Agreement until actual notice of such event is received by the bank.
- (b) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the bank except in so far as the direct debit has not been paid in accordance with this DDR Service Agreement. Any other dispute lies between me/us and the Business.

**INFORMATION SECURITY**

We are collecting your personal information for the sole purpose of completing this direct debit arrangement. Debitsuccess agrees that it will make reasonable efforts to keep your information contained in the Direct Debit Request (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. You may request access to, and correction of, any personal information held by Debitsuccess by writing to Debitsuccess at the address below. You acknowledge that your personal information will be collected, used, held and disclosed in accordance with the Debitsuccess Limited Privacy Policy found at <https://www.debitsuccess.com.au/privacy-policy>

Debitsuccess will only disclose information that we have about you:

- (a) to the extent specifically required by law;
- (b) to Financial Institutions participating in the direct debit payment system in connection with a claim made on it relating to an alleged incorrect or wrongful debit; or
- (c) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact Debitsuccess Pty Ltd. PO Box 577, Mt Waverley Victoria 3149

Phone: 1800 148 848

E-mail: [customerservice@debitsuccess.com](mailto:customerservice@debitsuccess.com)