

# Gym & Fitness Terms of Conditions

## 1. 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.

## 2. 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:
  - Casual visit
  - Visit Passes
  - Upfront Memberships
  - Direct Debit Memberships

Membership Type	Definition	Minimum Term	Expiry Date
Casual Visit	A once off gym access, paid on the day. Accesses all areas under Gym & Fitness only	1 day	Day of visit
10 Visit Pass	Payment is required upfront and in full. Visit passes are non-refundable and suspension is not available on this membership. Accesses all areas under Gym & Fitness only	10 visits	Valid for 10 visits and must be used within 3 months from date of purchase
1-Month Upfront	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 calendar 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 calendar days' notice to cancel
<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
  - Cardio equipment

## **3. 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.

#### **4. Renewing Membership**

- You are required to hold a valid annual PCYC Club Membership at the time of renewing your Gym and Fitness Membership.
- Upfront Gym Memberships must be renewed before the expiry date to maintain full access to gym facilities.

#### **5. Overdue Fees**

##### **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 Debt 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.

#### **6. 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.
- 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.

#### **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.

#### **7. 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.

#### **8. 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.

## **9. 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.

## **10. 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.