

## Membership Terms and Agreement – Direct Debit

Member Number: \_\_\_\_\_

**Full Name:** \_\_\_\_\_ **D.O.B:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Address:** \_\_\_\_\_

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

**Amount:** \_\_\_\_\_ **Membership Term:** \_\_\_\_\_ *(NB Direct Debit memberships are perpetual)*

Failure to do so 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 10day 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 10days 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 to ensure no sweat residue is left on the equipment
3. Replace all equipment to 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 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 wear and tear of machines, or any equipment out of order
9. Wipe hands prior to commencing workout

- I understand that I need to pay an annual \$25 PCYC membership fee
- I understand that I can place my membership on hold and pause payments for up to 8 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.
- 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 my entire membership fee.
- 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 30days 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.
- I acknowledge that if I terminate my membership within the minimum period, I will be liable to pay the nominated cancellation fee depending on the membership type or the balance remaining after the minimum period of the membership type.

<b>Membership Type</b>	Freedom	6 Months	12 months
<b>Minimum Period</b>	N/A	3 months	6 months
<b>Cancellation Fee</b>	\$0 - 30 days from date of cancellation	\$180	\$260

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.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Member

# PRE-EXERCISE QUESTIONNAIRE

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 them 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 type 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 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.**

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

5:00 PM  5:30 PM  | Tuesday  Wednesday  Thursday  Friday

No Orientation

Signed

**WOULD YOU BE INTERESTED IN PERSONAL TRAINING?**

Please tick this box and one of our friendly PT's will contact you with more details

## 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.

...../...../.....  
Signed Date

.....  
Witness / Instructor

## Direct Debit Request

## Authorisation Form

### Customer Details

Customer Reference Number:

Customer Given Name:  Surname:

Gender:  Female  Male Date of Birth:  /  /

Address:

Suburb:  State:  Postcode:

Phone Number:  Email Address:

### Payment Details | For the total amount billed for the specified period for this and any other subsequent agreements or amendments including associated fee/charges as detailed

Recurring Payment Amount:  Commencing on the:  /  /

Pro-Rata Amount:  First Payment Date:  /  /

Payment frequency:  Monthly  Weekly  Fortnightly

### Bank Account Authorisation

Name of Financial Institution:

Account Name:

BSB Number:  Account Number:

I/We authorize DebitSuccess Pty Ltd, ACN 095 551 581, APCA User ID Number 184534 to debit my/our account at the Financial Institution identified here through the Bulk Electronic Clearing System (BECS). This authorization is to remain in force in accordance with the above terms and conditions and I/We have read and agree to be bound by these said terms and conditions. Direct debit, through BECS, is not available on all accounts.

### Credit Card

Please charge my payments to my:  Visa  MasterCard  AMEX

Card number:

Expiry Date:  /  Name on Card:

### Signature

This Authorisation is to remain in force in accordance with the Terms and Conditions on this Direct Debit Request, the provided DDR Service Agreement, and I/we have read and understand the same.

Authorising Signature

Date

 /  / 

Secondary Signature

Date

 /  /

## Terms and Conditions

### **DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT**

This 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 (DDR) and should be read in conjunction with your DDR Authorisation Form.

#### **INITIAL TERMS**

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business).

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

#### **RELATIONSHIP**

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.

#### **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.

#### **VARIATIONS TO DEBIT TERMS**

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

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

#### **CANCELLING THESE DEBIT TERMS**

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the 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.

#### **DISHONOURD PAYMENTS**

I/We acknowledge that:

-if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and

-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 DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong 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 DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

#### **DISPUTES**

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

#### **OTHER AUTHORISATIONS**

I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution; and

The Financial Institution to release information allowing the Debit User to verify my/our account details.

#### **INFORMATION SECURITY**

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (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.

Debitsuccess will only disclose information that we have about you:

to the extent specifically required by law; or

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, Vic, 3149

Phone: 1800 148 848

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