PCYC | GYM & FITNESS

GYM MEMBERSHIP FORM

MEMBER DETAILS

Member number:(if already holds a PCYC membership) _____

First name: _____Surname: _____

Contact number: _____Email: _____

Street address: _____ Suburb: _____

Postcode: _____ Date of birth: ___ /___ /___

TICK ONE BOX ONLY

❒ Female ❒ Male ❒ Non-Binary ❒ Prefer not to say

TERMS & CONDITIONS

Gym Memberships

All memberships commence from date on Gym Membership Form.

PCYC Membership: All patrons must hold a valid PCYC membership. All memberships for persons under the age of 18 must be signed by a parent or guardian. This must be renewed and paid for annually with PCYC informed of any changes to details. Annual PCYC membership in not refundable.

Gym & Fitness Minimum Age: Membership is limited to persons 14 years and over. Members between the ages of 14 – 17 must have a parent/guardian present to co-sign their membership agreement.

Members aged 14-17 must be inducted by a staff member and complete quarterly check-in assessments. Failure to do so will result in gym membership cancellation.

Members aged 14 to 17 years must abide by the terms and conditions and code of conduct by PCYC NSW. Failure to do so will result in gym membership cancellation.

Activity Membership Transfers: Only memberships that are still within the minimum term can be transferred. A transfer fee on $30 is payable. The new member will only be agreeing to take on the remainder of the original minimum term.

Change of Terms & Conditions/Services: We may need to alter the terms and conditions of membership, services and facilities offered by PCYC. Any such changes will be notified to you with at least 14 days' notice. There will not be any reduction of your membership fees for closure on a public holiday.

Fixed Term Membership: Payment is required upfront and in full. Fixed term memberships are non-refundable and membership suspension is not available on this product.

Visit Passes: Payment is required upfront and in full. 10 Visit passes are valid for 3 months only. Visit passes are non-refundable and membership suspension is not available on this product.

Direct Debit Memberships:

Direct Debit Membership: There are two direct debit memberships: ongoing and within term.

Ongoing Direct Debit Cancellation: Membership requires 30 calendar days written notice to your PCYC Home Club. Cancellations will not be taken over the phone.

A membership cannot be cancelled if there are payments outstanding on the account. A membership cannot be placed on suspension during the cancellation notice period.

Within Term Direct Debit Cancellations: Cancellations within term with be required to pay 50% of the remaining time of their membership agreement. Member can terminate a direct debit membership within the minimum term without penalty when:

a) you contract a serious illness or a permanent physical incapacity during the term of your Membership. This must be confirmed in writing by a doctor or other medical professional we reasonably agree to, and you agree that we may contact the doctor or other professional for verification purposes.

b) give us 30 calendar days written notice if you relocate more than 15 km from a PCYC Gym and Fitness Centre and you provide us evidence to our reasonable satisfaction.

Direct Debit Suspension: PCYC members can suspend their memberships for a minimum period of 2 weeks and a maximum period of 8 weeks per calendar year. A minimum of 5 business days written notice is required to the club to process. A membership cannot be suspended if there are payments outstanding on the account. During the membership hold period, access to the Gym and Fitness Centre will be temporarily unavailable.

Promotional Memberships: All promotional memberships must be enrolled by new members only. Current members cannot cancel your membership to re-join on the promotional offer.

Promotions are held by strict terms, enrolled on direct debit memberships only and may be price increased at any time as stated in 'Membership Fee Increase'.

The previous applies to any Foundation Memberships also.

Outstanding Payments:

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

Outstanding Fees: If any amount payable for your membership is not paid on the due date, access to PCYC Gyms may be suspended until such time as payments are up to date. Accounts in arrears exceeding $100 may be referred to a third-party Debt Collection Agency.

Change of Details: You must keep us informed of any changes to your details such as address, e-mail address, contact numbers, bank account and credit card details for payment.

Membership Fee Increase: We reserve the right at any time to increase the fees charged and will use reasonable endeavours to give written notice to your listed contact details (email, address) at least one month prior to the increase. If membership fees are increased and reasonable endeavours have been made to provide prior notice, you hereby authorise PCYC to increase any direct debits to your nominated credit card or bank account.

Cool Off Period: All Activity Memberships have a 7 day cool off. If a membership is cancelled in writing to the PCYC home club during the cooling off period, the cost of the total prorated payment will be refunded. A cooling off period does not apply where the membership is renewed.

Entry and Usage Guidelines: At PCYC NSW the safety and well-being of all its members including those who participate in club Gym & Fitness programs and activities, is paramount. Gym & Fitness activities involve the risk of injury. Therefore, to ensure your safety the following rules for use of the Gym and Fitness area apply for all participants:

Completion of a club membership form and pre-exercise questionnaire prior to commencing any Gym & Fitness activity.

For hygiene purposes all members **must bring a towel** while working out and **wipe down equipment** with wipes provided after use.

All members must wear appropriate shoes and clothing while using all equipment and attending classes

All members are offered an induction by a qualified staff member. If members are unsure of using any equipment, please see a staff member for assistance and guidance before use.

PCYC NSW will not be liable for any injuries, including medical or other expenses arising from an injury suffered, if the member uses the equipment incorrectly and/or is physically incapable.

Report any faulty equipment to staff immediately.

GYM + FITNESS PRE-EXERCISE QUESTIONNAIRE

Please read each question carefully and answer them to the best of your knowledge.

1. Has your doctor ever said you have heart condition? YES ☐ NO ☐
2. Have you ever suffered a stroke? YES ☐ NO ☐
3. Do you ever experience unexplained pains in your chest at rest or during physical activity/ exercise? YES ☐ NO ☐
4. Do you ever feel faint or have spells of dizziness during physical activity/ exercise that causes you to lose balance? YES ☐ NO ☐
5. Have you had an asthma attack requiring immediate medical attention at any time over the past 12 months? YES ☐ NO ☐
6. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months? YES ☐ NO ☐
7. Do you suffer or have been diagnosed with any muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/ exercise? YES ☐ NO ☐
8. Do you suffer from high blood pressure over 140/90 or low blood pressure below 100/80? YES ☐ NO ☐
9. 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.

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 Witness / Instructor

_____

xplor debit success

ABN 32 095 551 581

APCA ID 496485 / AFSL 338256

DIRECT DEBIT REQUEST

Business details (Business)

Facility Name: PCYC NSW Facility Address: LG, 6A Figtree Dr, SYDNEY OLYMPIC PARK 2127

Phone: (02) 9625 9111 ABN: 89 401 152 271

Customer Details:

Full Name: _____ Date of birth: _____

Address: _____

Phone: _____ Mobile: _____

Email: _____

Payment Details: **OFFICE USE ONLY**

Payment Amount: _____ Payment Frequency: Fortnightly

Day of the week/month: Thursday First Payment Date: _____

Payment Method:

Please indicate if you would like to pay via direct debit from your bank account or credit card and complete the below details:

Direct Debit from bank account, building society or credit union: ☐

Financial institution: _____ Account Name: _____

BSB number: _____ Account Number: _____

Authorisation: 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.

OR

Credit card (Visa, Mastercard) ☐

Charge my payments to: _____ Name on card: _____

Card number: _____ Expiry date: _____

Authorisation: 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:_____

ABN 32 095 551 581

APCA ID 496485 / AFSL 338256

Direct Debt 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 Debitsuccess 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 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