

Gym Membership Terms and Conditions

By signing up for a membership, you (and/or your parent or guardian if you are under 18 years) agree to the following terms and conditions and the [Conditions of Entry](#) and member code of conduct displayed at the venue at which the gym is located:-

1. Membership Agreement

- 1.1. This agreement replaces any previous gym membership agreements or discussions, whether written or verbal, except where terms are required by law, including under the Australian Consumer Law.
- 1.2. By paying for your membership, you confirm that you have read, understood, and agreed to these terms electronically or in paper form. This does not limit your rights under Australian Consumer Law.
- 1.3. If you are under 18 years, your parent or guardian is required to also sign and agree to this agreement. By proceeding, you and your parent or guardian agree to be bound by the terms and conditions of this agreement and confirm consent to signing this agreement electronically.
- 1.4. This agreement is governed by Queensland law. If any part of it is found to be invalid or unenforceable, the rest of the agreement will still apply.
- 1.5. Pre-paid (fixed term) memberships run until your end date unless it is ended earlier under these terms or as required by law.
- 1.6. Direct debit memberships continue until cancelled by you unless it is ended earlier under these terms or as required by law.
- 1.7. We are not obliged to extend or renew your membership after it ends.

2. Membership Payments

- 2.1 Membership fees (including any administration fees) are set out in the Perfect Gym membership portal, as advertised and as listed on our website.
- 2.2 You can pay membership fees in one of the following ways:
 - 2.2.1 Pre-paid (fixed term): pay upfront in person via EFTPOS or credit card through the Perfect Gym Membership Portal.
 - 2.2.2 Direct Debit: payments are debited fortnightly via credit card, or bank transfer through the membership portal.
- 2.3 All membership fee payments are non-refundable unless required by Australian Consumer Law.
- 2.4 If a direct debit payment falls on a non-business day, it will still be processed as scheduled or the next business day.
- 2.5 If you miss a payment, we may:
 - 2.5.1 Cancel your membership; or
 - 2.5.2 Add the missed payment to your next billing cycle until the arrears are cleared.
 - 2.5.3 Charge a missed payment fee
- 2.6 You acknowledge that you will be liable for your membership fees until 15 days after we receive written notice of termination by you. If an automatic direct debit arrangement is in place, fees will continue to be debited until you cancel the arrangement.

3. Cooling-off period

- 3.1 We offer a cooling-off period of 2 (two) business days from the time you sign this agreement. During this period, you can change your mind about joining and cancel your membership in writing, without reason.
- 3.2 We will refund any fees paid in advance, but may deduct the cost of any services, such as exercise screenings, you used during the cooling off period and a reasonable administrative fee.

4. Changes to Fees

- 4.1 We may change membership fees or related charges during your membership. If we do, we will give you at least 30 days' notice through the Perfect Gym membership portal or by email.
- 4.2 If you do not agree to the fee change; you can cancel your membership without penalty during the notice period in accordance with clause 13.3.

5. Transfers and Refunds

- 5.1 Memberships are non-transferable and non-refundable, with the exception of pre-paid memberships which can be transferred to someone else for a fee in accordance with this clause.
- 5.2 The new member must meet the eligibility criteria for the membership.
- 5.3 You must provide written consent for the transfer.
- 5.4 It is your responsibility to find someone to take over your membership if you want to transfer it.

6. Using the Gym

- 6.1 New members must complete a gym induction before using the facilities. Access to the facilities will not be allowed until this is done.
- 6.2 You must scan your membership card, or access tag upon entry at every visit via the entry. A replacement fee will be charged if you lose your membership card or access tag.
- 6.3 If we need to close the gym during advertised hours (for example, for maintenance, a major event, or unforeseen circumstances), we will notify you via the Perfect Gym membership portal (where possible) or email you as soon as reasonably practicable.
- 6.4 We reserve the right to remove, replace, discontinue, or repair equipment at any time. In the event of closures due to circumstances beyond our control (e.g., natural disasters or government-mandated shutdowns), we will comply with applicable laws, including offering remedies such as fee adjustments where we determine it is required, taking into consideration factors such as duration of the closure and its impact on member access.
- 6.5 The gym is located within a multi-use sport and event venue. As such, access to facilities may occasionally be impacted by events, camps, or other venue operations. Where reasonably practicable, we will provide advance notice of any disruptions.
- 6.6 You must book all classes through the Perfect Gym membership portal, if you cannot attend a class, you must cancel your booking at least 30 minutes prior to your class commencing.
- 6.7 Casual users must sign in as a guest, agree to these terms and conditions and provide valid credit card details. Casual class bookings are non-refundable.
- 6.8 By agreeing to these conditions, you acknowledge, agree and understand that participation in exercise at the gym may involve risk. You agree and undertake any risk voluntarily and at your own risk.

- 6.9 You declare that you are medically and physically fit and able to participate in gym activities. You must tell us in writing if you know or have reasonable grounds to believe (now and in the future), that you may be at risk by participating in gym activities or if your medical conditions change which may increase the risk of adverse events when exercising.
- 6.10 You consent to receiving any medical treatment we reasonably consider necessary for you during participation in gym activities and classes. Should you sustain an injury, you must tell us as soon as possible.
- 6.11 We maintain a safe and secure environment for all members and take reasonable precautions to protect the gym premises. However, we are not responsible for any loss, theft, or damage to your personal belongings while on or around the gym, except where such loss, theft, or damage is directly caused by our negligence. We strongly encourage you to take steps to safeguard your belongings, such as using lockers where provided, or by not bringing valuables to the gym.
- 6.12 You must follow any gym or venue personnel's reasonable direction.
- 6.13 You must not allow any non-member to access the gym, if you do so, we may suspend or terminate your membership without refund. Guests must register as a guest user and agree to these terms and conditions in the Perfect Gym membership portal and will be charged for the use of the gym at casual visitor rates as listed on the Perfect Gym membership portal.
- 6.14 Carers and companions who present their Companion Card are allowed entry to the venue while working in their capacity as a carer but are not permitted to engage in activities without a membership.
- 6.15 You must not engage in any commercial or business activities within the gym without obtaining our prior written approval. This includes, but is not limited to, promoting, selling, or advertising goods or services to other members or individuals on the gym premises.
- 6.16 You must also not act as a personal trainer, coach, or instructor for others within the gym unless you have received our prior written consent. This includes, but is not limited to, offering fitness advice, conducting training sessions, or providing any form of coaching, whether for financial gain or otherwise.
- 6.17 We may suspend access or terminate your membership, at our sole discretion, where you breach this policy and where behaviour impacts the safety, staff wellbeing, or other members' enjoyment.

7. Membership Pause

- 7.1 You can pause your membership for a period up to 90 (ninety) days but not less than 2 (two) weeks. Further membership pauses may be considered at our discretion, but only if you have a fixed term membership of 6 (six) or 12 months or a direct debit membership.
- 7.2 A \$5 per fortnight freeze fee applies to all membership types. Freezes are organised through your membership portal. Your fortnightly payments will be automatically adjusted and debited for the freeze fee and any pro-rata membership payments. No freeze fee will be charged for a pause due to a medical condition where a valid medical certificate is provided.

8. Age Policy

The age policy and additional conditions applicable for membership and use of each DSROPG gym are as follows: -

8.1 Gold Coast Performance Centre (GCPC)

If you are aged **13 to 17** years, you are eligible for membership at the GCPC and the following additional conditions apply:

General Conditions (For Ages 13-17)

- (a) You will need your parent/guardian to sign your membership forms, including the terms and conditions and the pre-exercise screening questionnaire.
- (b) You must complete a gym induction with one of our staff members, and your parent/guardian must attend the induction with you.
- (c) You and your parent/guardian will need to bring identification, which we will check during the induction.
- (d) Once everything is set up, you will receive an access tag for sign-in and access to the facilities.

8.2 Gold Coast Recreation Precinct, Sunshine Coast Recreation Precinct, and Townsville Sports Precinct

If you are aged 14 to 17 years, you are eligible for membership at these Sport venues and the following additional conditions apply:

General Conditions (for Ages 14-17)

- (a) Your parent/guardian will need to sign your membership forms, including the terms and conditions and the pre-exercise screening questionnaire.
- (b) You must complete a gym induction with one of our staff members, and your parent/guardian must attend the induction with you.
- (c) You and your parent/guardian will need to bring identification, which we will check during the induction.

Additional Conditions (for Ages 14-15)

- (d) You can access the gym and group fitness classes, but only under supervision. This can be either:
 - i. By your parent/guardian (who must also be a member), or
 - ii. By one of our qualified staff members.
- (e) You will not receive an access tag for sign-in and access. Instead, Your parent/guardian or a staff member will provide access when you visit.

Additional Conditions (for Ages 16-17)

- (f) You will have full access to the gym and group fitness classes, either as a member or a casual visitor.
- (g) You can use the facilities unsupervised, but only after one of our qualified staff members has created a resistance training program for you.
- (h) You will receive an access tag for sign-in and access to the facilities.

9. Corporate Memberships

- 9.1 If you are eligible for membership through a corporate partnership (for example, Fitness Passport), your membership will end if:
 - 9.1.1 Our agreement with the corporate partner ends; or
 - 9.1.2 Your employment or membership with the corporate partner ends.

- 9.2 If our agreement with the corporate partner ends, we will notify you as soon as possible via email or mail using your most up-to-date contact details.

10. Privacy

- 10.1 We manage your personal information as defined by and in accordance with the *Information Privacy Act 2009*. You consent to and authorise us to collect, manage, use, and disclose your personal information for the purpose of administering your membership and any associated services.
- 10.2 We will not share your personal information with anyone else without your consent unless authorised by law.
- 10.3 We use CCTV at our Sport venues for safety, security, and monitoring purposes. By entering the gym, you consent to being filmed.
- 10.4 We collect your personal information to:
- 10.4.1 Ensure safety and security;
 - 10.4.2 Monitor compliance with entry requirements; and
 - 10.4.3 Assess the performance of contracted service providers.
- 10.5 We may share your personal information with Queensland Government agencies, service providers, or law enforcement agencies if required to by law or if there is a breach of this agreement or the conditions of entry.
- 10.6 You must not disclose another person's personal information you obtain as a result of your membership or use of the gym without our prior written consent, unless required by law.
- 10.7 You must notify us if you become aware of a breach of this clause, including unauthorised access, use, modification, disclosure or other misuse (including a data breach) of any personal information.
- 10.8 You must comply with our reasonable direction relating to this clause and fully cooperate with us to take any lawful action required by our privacy policy and related privacy legislation.
- 10.9 For more details, see our privacy policy at [Privacy | Department of Sport, Racing and Olympic and Paralympic Games](#).

11. Cancellation by You

- 11.1 All direct debit memberships have a 2 (two) month minimum membership period, after which you may cancel your membership at any time by giving us not less than 15 days' written notice.
- 11.2 Your direct debit membership will continue unless you cancel your membership by providing 15 days' written notice of cancellation to our membership's office:
- Gold Coast Recreation Precinct – gcrecgym@sport.qld.gov.au
 - Gold Coast Performance Centre – gcpc.cancel@sport.qld.gov.au
 - Townsville Sports Precinct – tspgym@sport.qld.gov.au
 - Sunshine Coast Recreation Precinct – scrp.gym@sport.qld.gov.au

This cancellation notice cannot be submitted via your member portal. Any payments due prior to receiving membership cancellation will be charged to your account.

- 11.3 Prepaid memberships are non-refundable if cancelled by you.
- 11.4 You may also cancel your membership due to permanent sickness or physical incapacity. To do so, you must provide to the membership office written notice and a medical certificate that confirms your sickness or physical incapacity. We will then refund a proportion of your membership fees relating to

your unused membership, within 21 days of receipt of such notice. We may charge you an administrative fee and any fees owing up to the date of receipt of the notice.

- 11.5 Cancellations cannot be processed while a membership is paused. Any paused membership period must be completed, and the 15 days' notice will only commence from the date the membership recommences. There will always be one final payment. Any payments due within this period will be charged to your account.

12. Termination by Us

12.1 In addition to any other rights we have under this membership agreement, if you:

- a) Fail to comply with any obligation under this agreement or any other agreement you have with us, or fail to comply with rules, policies, codes of conduct or the conditions of entry which apply to the gym and the venue at which the gym is located; and
- b) You do not remedy the failure (where the failure to observe or comply under this clause is capable of remedy) within the time stated by us in a written notice requiring you to do so, we may terminate your membership by written notice to you, such notice taking effect on the day stated in the notice, or if none, on receipt of the notice.

12.2 If this agreement is terminated under this clause, you will be liable for any membership fees up to and including the day the notice of termination takes effect, and any cancellation fee, or membership fees payable (but not yet paid) for services already supplied.

13. General Terms

13.1 We reserve the right to refuse any membership application without providing a reason.

13.2 We may change these terms at any time, but we will notify you of any significant changes.

13.3 We reserve the right to change membership fees at any time during the period of your membership agreement, including any related fees with 30 days' notice. Such notice will be provided either through your membership portal or by written notice to you. If you do not agree to the fee change, you may terminate your membership without penalty within the notice period.

13.4 If you are under 18 years, all references to "you" under this agreement includes your parent or guardian. By signing this agreement, your parent or guardian agrees to be bound by all conditions of this agreement including all obligations to pay all fees and charges as and when they fall due under this agreement.

14. Your Rights Under Australian Consumer Law

14.1 Nothing in this agreement limits your rights under Australian Consumer Law.

14.2 If we fail to meet our obligations (for example, providing services with due care and skill), you may be entitled to a remedy such as a refund, replacement, or compensation.

Gym Membership Fees and Charges

The following fees and charges apply to Department of Sport, Racing and Olympic and Paralympic Games (DSROPG) Gym Members. These fees are in addition to any regular membership fees payable under your membership agreement.

- **Joining Fee (as advertised)**

- For new members who have not been a member of any DSROPG Gym before.
- Applies to all Membership types except for casual or weekly.

- The joining fee applicable at the time of registration is published within the Perfect Gym portal and confirmed during sign-up.
- **Administration fee \$25.80**
 - To cancel a Membership (outside the cooling-off period).
 - To transfer a pre-paid membership.
 - To re-join as a Member.
 - No administration fee applies where a membership is cancelled within the cooling-off period (excluding charges for services used such as personal training sessions).
 - The administration fee reflects reasonable administrative costs incurred.
- **Fee for missed payment \$15.50**
 - Applies where a scheduled payment is unsuccessful for reasons other than the payment day falls on a non business day.
 - Any missed payment will be processed on the next working day or added to the next billing cycle until the arrears are cleared.
- **Gym tag replacement \$10.30**
 - To replace a gym access tag.
 - Any replaced tag will be de-activated.
- **Membership Pause Fee \$5 per fortnight**
 - Where you elect to temporarily pause your membership.