# c2c TERMS & CONDITIONS OF MEMBERSHIP

## 1. WHAT YOU SHOULD KNOW AT THE START OF YOUR MEMBERSHIP

By joining cycle2city (hereafter c2c) you implicitly agree to our terms and conditions. These terms and conditions may change at any time.

### 1.1 What types of membership do we have?

We have the following 4 types of membership :

| Type | bicycle | | e-device | |
|---|---|---|---|---|
| Access | full access | storage only | full access | storage only |

- c2c has sole discretion to determine if bicycle or e-device depending on charging status.
- "Full access" includes individual bike rack, personal locker, access to showers, fresh towel daily.
- "Storage only" includes access to individual bike rack or equivalent only.

### 1.2 What types of membership payment plans do we have?

Understanding our membership payment options: Contracted Instalments, Upfront Payments & Multi Use Passes.

| Membership Commitment Type | Minimum Term | Rolling Contract ^ | Expiry Date | Payment in Full Upfront |
|---|---|---|---|---|
| 3 Month Instalment Plan | 13 weeks | • | Ongoing^ | |
| 6 Month Instalment Plan | 26 weeks | • | Ongoing^ | |
| 12 Month Instalment Plan | 52 weeks | • | Ongoing^ | |
| 3 Month Upfront | | | 13 weeks # | • |
| 6 Month Upfront | | | 26 weeks # | • |
| 12 Month Upfront | | | 52 weeks # | • |
| Multi Use Pass – 5 visits | | | 5 weeks # | • |
| Multi Use Pass – 10 visits | | | 10 weeks # | • |
| Multi Use Pass – 20 visits | | | 20 weeks # | • |

^ - *post minimum term the contract will run week to week until you cancel it. 28 days written notice to cancel.*
# - Upfront and *Multi-Use Pass term commences on day access is provided, unless otherwise agreed with c2c.*

### 1.3 Do we offer any discounts?

Using a “Preferred Partnership” discount

You will receive a preferred partnership discount if you are an employee of a company or member of an organisation that we have a current “Preferred Partnership” agreement with. Please ask us for more details.

Organisations with 5 or more c2c members qualify for our preferred partner discounts so please let us know if you wish to apply for our exclusive offer.

Using a concession discount

You will receive a discounted membership if you are a:

- Full-time student at an Australian registered university or school;
- Pensioner
- Seniors card holder.

Cards must be validated and current to qualify.

If you are a student, you must show us proof that you qualify for a concession before your membership anniversary each year. If you no longer satisfy our criteria, we can upgrade you to the standard membership. Before we change your contract, we will write to you about any changes to your fees (see 2.5) and give you 28 days’ notice. You may cancel your agreement in this time (see 3.1).

### 1.4 How old do you have to be?

Meeting our minimum age

You must be at least **16 years old** to become a member unless an authorisation form signed by the authorised parent/guardian is provided and validated. Please ask reception for a copy when this form is required.

### 1.5 When does your agreement start?

Accepting your agreement

You have an agreement with us when you have accepted on-line &/or in person and we have accepted it. If these terms and conditions or your agreement differ from anything you are told at c2c or over the phone, these terms and your agreement will apply, unless written confirmation is received from c2c.

Understanding our rights

If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, **no matter how long we wait**. If there is a miscalculation in your membership agreement, we have 5 days after the agreement is signed to correct it.

### 1.6 Can you change your mind?

Using your cooling off period

You can cancel your agreement during your cooling off period. You have **48 hours** from the time you accept your initial agreement. To cancel your membership, refer 3.1. You must notify us via email if you wish to cancel during the cooling off period.

We will then cancel your agreement and refund your initial payment, less your Joining Fee and pro-rata apportionment amount for the time you had access to c2c (refer 2.1). An Administration Fee may also apply if Joining Fee was initially waived or not charged.

This is only applicable for new membership agreements.

### 1.7 What are your health and safety obligations?

Cycling may be physically demanding and requires you to have a minimum level of fitness before you begin. It is also important you understand the workings of the centre and how to handle your bike in the racking system.

It is a requirement you have a full orientation, how to use your bike rack, and a briefing of the fire alarm and evacuation procedure before you begin your membership. If you are unsure, please ask a staff member (either in person or via email) and we will help where we can.

It is a condition of membership at c2c for you to acknowledge and agree that you:

- use the facilities and participate in activities at your sole risk and responsibility;
- are medically able to undertake your cycling regime;
- are solely responsible for your physical and emotional health and safety.

## 2. WHAT YOU SHOULD KNOW DURING YOUR MEMBERSHIP

### 2.1 When do you pay membership fees?

Paying a Joining Fee

A Joining Fee* may be applied when you join or renew your c2c membership. We cannot refund the Joining Fee, even if you cancel during your cooling off period.

Paying your access card and key deposit

A Refundable Deposit* is payable prior to issue of your access pass &/or locker key. This fee is usually paid in person during your orientation. Please refer 2.8.

Paying for ongoing Instalment Plan memberships

You pay fees* for ongoing memberships in advance each week, by direct debit from a bank account or credit card. You can pay your weekly fees as far in advance as you like, up to the legal time limits.

Paying upfront

You can pay upfront for some memberships. For an Upfront or Multi-Use Pass membership, you will pay on the day you buy it.

Renewing your upfront membership

When your membership is due to end, you can choose to renew it before that date at your existing rate, otherwise your membership fee* will be set at the current rate. By renewing your membership, you agree to the membership terms that apply at that time.

We will attempt to contact you before your expiry date using your last provided email address.

**please see our staff for the current schedule of fees.*

**2.2 How do direct debits work?**

Please refer to the terms and conditions of the external debiting service contract, or equivalent.

**2.4 Can we change your agreement?**

Staying up to date with our terms

We may sometimes add to, change or remove our terms and conditions. This includes changing c2c's opening and closing hours, its services and facilities and membership fees.

The most up-to-date terms and conditions always apply. You can find copies at c2c reception or on our website at www.cycle2city.com.au.

Being notified about changes

We will give you at least 28 days' notice of any changes, for instance by:
• placing a notice at c2c
• writing to the email you last gave us.

If we suspend c2c's operations or services, temporarily or permanently, we may send you a written notice offering you complimentary time freeze (see 2.6).

Cancelling your membership

If we do not fulfil our obligations to you, you may be able to cancel your membership (see 3.1). Unless the law states otherwise, you won't have any other claim against us if this happens.

### 2.5 Can we increase your fees?

Being notified about changes

We reserve the right to increase your fees* at any time after the minimum period of your agreement has ended.

We will make a reasonable effort to tell you about this at least 14 days beforehand by writing to the email address you last gave us. We will consider that you have received our email on the business day after it is sent.

### 2.6 Can you "freeze" your membership payments?

Using a "time freeze"

You can "freeze" your membership for 1 or more weeks, up to a maximum of 1 week per membership quarter each calendar year (ie. maximum 4 weeks for a full membership year).

It is important you understand that you will **not have access to c2c** during your "time freeze".

Please note "time freeze" is **not available for Multi-use Passes**.

"Time freeze" for Instalment Plan members

Each "time freeze" payment adjustment must start and end on a direct debit date as per the contract with the direct debit provider. If you request a "time freeze" during your initial contract period, your contract will be extended by an equivalent time frame. The "time freeze" fee for instalment memberships is charged by the external direct debit provider. This charge may be subject to change.

If you are within your minimum term, any time freezes are not classified as a full payment toward your contract and will be added to the end of your minimum contract period.

“Time freeze” for Upfront Payment Plan members

Each time freeze can start and finish on your nominated dates. There is no weekly “time freeze” fee for Upfront Memberships. Your upfront membership period will be extended by the equivalent time period to the freeze taken up to 4 weeks for each membership year.

Requesting a “time freeze”

Request of the “time freeze” must be by email, must specify the requested start and finish dates and must be provided to c2c at least **10 business days prior** to commencement of the “time freeze”, unless otherwise agreed by c2c..

Using an “extended time freeze”

You can freeze your membership for up to 26 weeks in any 12 months for legitimate medical or bankruptcy reasons. However, we must be satisfied by your supporting documents, such as a certificate from a medical practitioner stating you are unable to exercise, and the “extended freeze” is entirely at the discretion of c2c.

If you have a medical reason or become bankrupt, we will not charge you for this extended time freeze to allow you time to recover. Your membership term will recommence at the end of the time freeze.

Understanding the conditions

Before freezing your membership, you must make sure your fees* are up to date and you don’t owe us any money.

Note that we cannot backdate any time freeze requests. You must request a time freeze when you need it.

We also cannot accept pro-rata payments or freeze your direct debits outside an official time freeze.

## 2.7 How can you use your access card and locker key?

Payment of your refundable deposit

We will provide you with an access card &/or locker key when you join. Payment of a refundable* deposit is required prior to issuing the access card &/or locker key. Your deposit will be refunded at the end of your membership as per condition 3.4.

Access card &/or locker key

We will provide you with an access card &/or locker key for use during your visit. The locker is dedicated for your use for the entire membership (full access only).
The access card &/or key remain the property of c2c, and are required to be returned to reception staff or the black mailbox in the foyer before any refundable deposits can be paid. If you lose or damage the access card or key, replacement charges* may apply or refund forfeited.
**please see our staff for our current schedule of fees.*

Use of your access card and locker key

You are not permitted to allow anyone else to use your access card or locker key, or permit non-members entry into c2c without express permission from us which is entirely at our discretion. Member access is logged on our security system and monitored via CCTV 24/7 and non-adherence to this condition may result in immediate membership suspension or termination.

Under no circumstances is the c2c provided locker padlock to be replaced by members own padlocks.

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Showing photo ID

In order to issue you with an access card &/or key, it is mandatory for us to positively identify you using acceptable identification (e.g. Drivers licence, passport) before we provide you access to c2c. We will attach your ID information to your account in our digital membership database. If you visit c2c without a valid access card or photo identification, we may refuse you entry.

## 2.8 How can you protect your health?

Telling us about your health risks
If you believe any c2c activities might risk your health, you must tell us this in writing with full details. You must also tell us if your medical condition changes after you join.

We may choose to refuse or freeze your membership agreement until:

- your doctor agrees in writing that you are fit to exercise;
- you show us proof that you have received medical advice on an appropriate exercise program.

Managing infections and illnesses

You must not use c2c if:

- you have the symptoms of or suspect you have an infection, contagious illness or physical ailment, such as an open cut or sore; &/or
- there is any other risk, however small, to other members and guests.

**2.9 How can you give us feedback?**

We welcome your feedback

Your feedback is important in helping us to provide a great service. If you have any comments or questions about our facilities, website or service please feel free to provide feedback. If you have a complaint, we will follow our complaints process. Please contact us via one of the methods listed below.

- At c2c

  c2c staff are always happy to help. Ask at reception or call c2c on 3221 6868 or 0488 552 338. If you would like to speak to the manager, let our reception team know. If no managers are immediately available, the reception team will ensure someone contacts you as soon as possible.

- Online

  Send us a message by completing our enquiry form via our website www.cycle2city.com.au/contact Please make your enquiry selection carefully as this will helps us with efficiency and you will hear from us within 5 business days. We recognise that some enquiries are more complex than others and may require more time to resolve but we will always let you know.

- Email

  Send to :administration@cycle2city.com.au.

## 3. WHAT YOU SHOULD KNOW AT THE END OF YOUR MEMBERSHIP

### 3.1 How can you cancel your membership?

Cancelling your membership

All requests to cancel your membership **must be in writing**. You can email or provide written advice to our reception staff. Notice periods apply, refer 3.2.

Confirming your request

When you do this, please always
• give us your current email address so we can confirm your request in writing
• keep a copy of your request.

Please note that **28 days' notice in writing** is required before memberships can be cancelled.

### 3.2 How do you cancel after the minimum instalment term?

Cancelling after the minimum term expires

Once the minimum term of your membership expires, you or we may cancel your membership (see 3.1).

When you cancel, you must pay us any fees* you owe or we may take action to recover them.

Please note that **28 days' notice in writing** is required before memberships can be cancelled.

Giving us notice

You must give us at least **28 days' notice in writing to cancel**, unless you are cancelling for medical reasons (with supporting evidence). We count this period from the date of your request, however this must coincide with your direct debit date as your final debit cannot be a pro rata amount.

To ensure your direct debit does not continue past your minimum term, you must give us notice within this term.

You cannot freeze your membership payments during the notice period.

### 3.3 Can you cancel during the minimum instalment term?

Cancelling before your contracted instalment term has expired

If you wish to cancel for any reason and have more than 28 days left in your minimum term, you can pay out your Contracted Instalment Agreement.

We calculate the amount you must pay by:

- applying the weekly instalment you would have paid as determined by the actual length of use of the facilities membership term taken and;
- deducting the actual instalments paid through to membership termination date; and
- adding an administration fee*.

The calculated amount is designed to put you in exactly the same situation as if you had been a member for the full minimum term for the applicable instalment type.

***Example :***

*George joined c2c on 1 June on a 12 month instalment plan. On 1 November George decided he no longer wished to be a member of c2c so he emailed c2c requesting cancellation on 1 December. Therefore, the weekly instalment for a 3 month membership is applied and actual instalments paid until 1 December are deducted to determine the amount to payout George's agreement. The calculation would be as follows :*

| | | |
|---|---|---|
| *3 month instalment amount* | *21 weeks x $40/week* | *$840* |
| *12 month instalment amount* | *21 weeks x $30/week* | *$630* |
| ***Amount to payout Contracted Instalment Plan*** | | ***$210*** |
| *Administration Fee* | | *$50* |
| ***Total Adjustment*** | | ***$260*** |

If the actual membership term taken is greater than 6 months the 6-month instalment amount would be applicable.

For 3-month instalment plans the balance of instalments to finish the contract must be paid out in full + the applicable administration fee.

Transferring your membership to another person

You can transfer your membership to another person (transferee) within the minimum term of your agreement so long as the transferee:
• is not a current member
• has not been a member in the last 3 months
• completes the new membership sign-up process and pays a transfer fee equivalent to the joining fee*
• is eligible to take up your membership (for instance, you cannot transfer a preferred partner

or concession membership to someone who would not qualify for that membership)
• has not previously been banned by c2c or failed to pay membership fees.
- pays a replacement refundable deposit (if applicable).

The transfer is effective only after the transferee has completed the sign-up process.
We do not allow transfers once you have completed your minimum term.

### 3.4 Can you cancel during an upfront term?

You may cancel during an upfront term however we cannot refund any upfront payments, unless otherwise agreed.

### 3.5 Returning your access card and locker key and removing your personal items and bike.

Returning your access card and locker key

The amount of deposit you paid at time of joining will be refunded upon return of access card, &/or locker key, to c2c. The access card &/or key must be returned within 28 days of notification of cancellation otherwise your deposit is forfeited (even if the access card &/or locker key is returned after that date). Please ensure that the access pass &/or locker key is placed into the black mailbox in the foyer and not left unattended on the reception desk.

Please confirm the date and time you returned the access pass &/or locker key via email to administration@cycle2city.com.au. We will reply once we have the access card &/or key to hand and confirm the refundable deposit will be paid into the nominated account.

Collecting personal items and removing bicycles

Personal items, bike chains, bicycles, lockers etc must be cleared out no later than midnight on the final day of your membership. Beyond your final membership date any items left behind may be disposed of at the discretion of c2c.

## 4. Behaviour within c2c

Please respect the personal privacy, safety and comfort of other members.

Bicycles must be dismounted and mounted at the green bike path area prior to entering and departing. Please do not ride through the centre.

**One (1) towel use per member per day**. Place used towels in the laundry bags in the locker room.

Food is not to be consumed with the facility.

Perishable food or drink not to be stored in lockers.

No personal items to be left in shower area, on top of lockers or hung off lockers. Any items found in these areas will be placed immediately into the Lost Property Box.

The Lost Property Box and all hanging space in the drying area will be cleared on a regular basis.

All rubbish and spent paper towels to be placed in appropriate bins.

Members are encouraged to limit shower times to 4 minutes maximum.

Clothing is not to be hung from racked bikes. Clothes drying racks provided in the shower area.

Any behaviour considered inappropriate by c2c may result in immediate termination of membership at the sole discretion of c2c. Any outstanding fees or charges will become immediately payable.

Members are asked to swipe their access card irrespective of who else has entered a secure zone prior. **Do not tailgate.**

Allowing members of the public access to the centre is strictly forbidden. The personal privacy, safety and comfort of all members is of utmost importance. Please advise c2c of any suspicious behaviour in or around c2c. All entry/exit points to c2c are monitored by CCTV 24/7.

All patrons wishing to access the centre require clearance from staff prior to accessing the facilities at c2c.

Exiting via Emergency Exits is only permitted during an emergency evacuation event. All Emergency Exits are alarmed and monitored by CCTV 24/7.

## 5. OTHER

### 5.1 What are your responsibilities?

Meeting your responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you use c2c.

You must tell us about anything that affects your membership, and any changes to your contact and bank details.

### 5.2 Legal Liability

To the extent permitted by law, c2c hereby excludes any liability of c2c to you in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by you and/or any other person, or for any costs, charges or expenses incurred by you, arising from or in connection with this Contract and/or the services/products provided by c2c, and/or any act or omission of c2c.

Additionally you consent to :

- release fit2work Pty Ltd (trading as cycle2city), its employees and agents from any claim that may be made by you, or any other parties, for any injury or death caused to you or loss or damage caused to your property;
- agree not to bring any claim against fit2work Pty Ltd (trading as cycle2city), its employees or agents in the event that you sustain any personal injury or suffer any property damage or loss whilst at c2c;
- agree that under some circumstances (and subject to privacy provisions) staff may need to access your locker without notice &/or in your absence and you consent to this access occurring;
- Agree to the “Terms and Conditions of Entry” displayed at the facility &/or on our website.

### 5.3 Do we have a privacy policy?

Understanding our privacy policy

During your membership, we will have access to personal information about you, such as about your financial situation. We will only use, disclose or deal with your information in line with our Privacy Policy.

This Privacy Policy applies to the services offered by c2c and can be found on our website.

**5.4 What happens if you have issues with outside providers?**

Paying outside providers

Contractors or other outside providers may offer some services in c2c (for example valet laundry service, or workshop services).

You will need to pay service fees directly to them and we are not responsible for those fees or for any associated costs or refunds, unless otherwise agreed (eg. valet laundry).

Bicycle Workshop: You will need to pay fees directly to them. The work performed is contracted between yourself and the service provider.

Dry Cleaning Valet Service: You will need to pay fees directly to them. The work performed is contracted between yourself and the service provider.

Claiming against these providers

Any service they provide is a contract between them and you and we cannot accept any responsibility for a breach of contract or negligence. If you make a claim because of something a contractor or outside provider has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from any claim resulting from an act or omission by a contractor or outside provider.

Asking for our help

Wherever we can, we will help you to resolve issues with providers. We will also make sure that outside providers have up-to-date qualifications and insurance.

**5.5 What else should you know?**

Having your contract transferred

We can assign or transfer the benefit of your membership contract to a person, firm or company at any time. We will give you 28 days' notice in writing. We can also sub-contract our obligations to someone else without notice. But if we do, we are still responsible for ensuring those obligations are met.

Paying GST

All agreement fees include goods and services tax (GST). Your fees will change in line with any government GST rate changes, even if you are in your minimum term.

**5.6 Which laws apply?**

Meeting Federal & State laws

Your agreement is subject to Australian and Queensland laws.

If a court decides that any section of your agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

Restricting your rights to sue

Under the Competition and Consumer Act 2010, we guarantee that our recreational services are:
• provided with due care and skill
• fit for purpose
• supplied within a reasonable time.

However, under certain legislative provisions, we may ask you to agree that these conditions do not apply to you. If you sign the agreement, you will be agreeing that your rights to sue or make a claim against us are excluded, restricted or modified as set out in these terms and conditions. This applies if you are injured (including injury that results in death) because the services were not rendered with due care and skill, or they were not reasonably fit for their purpose.

This change to your rights does not apply if your death or injury is due to our gross negligence. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.

These Terms and Conditions are fully compliant with Australian Consumer Law, including proposed provisions within the draft *Competition and Consumer Amendment (Unfair Trading Practices) Bill 2026*.

**5.7 What definitions apply?**

**c2c, We, Us, Our**
cycle2city (fit2work Pty Limited trading as)

**You, Your**
A member of c2c

**Agreement Membership Application**
Membership Application and Agreement. This is between c2c and you, under which you will become a member of c2c.

**Minimum Term**
The term specified in the Membership application and agreement form

**One Off Payment**
Joining Fee, Administration Fee, etc