

The Y | Caringbah Membership Agreement Terms & Conditions

All membership conditions have been established to ensure maximum enjoyment and usage of the Centre by all Health and Fitness club members. On the date stated on this membership agreement you will be referred to as the "member" and have the usage rights and obligation as detailed below.

1. Membership Access

Membership commences on the date stated on the membership agreement. A member must present their membership card for admittance to the centre. Admittance may be refused if a member fails to provide their card on request of centre staff. An administration fee will be charged to replace lost /damaged or stolen cards. Membership is personal to the "member" and the membership card cannot be assigned or transferred to another person unless authorised by the centre. Membership entitles you to access to all YMCA NSW facilities in line with the terms and conditions of the YMCA Reciprocal Rights program.

2. Direct Debit Payment

In paying for your membership fortnightly, Direct Debit Terms and Conditions must be agreed to as part of this agreement. Please check all Direct Debit documentation. Terms and Conditions are available at www.ymcansw.org.au. If there are insufficient clear funds in your account to meet a debit payment you must arrange for sufficient clear funds to be in your account for re-billing three (3) working days following your scheduled billing date so that we can process the debit payment. In the event that this payment fails, the payment will automatically be re-billed on the next debit date and a failed payment fee of \$5 will apply.

3. Membership Cancellation

The Centre reserves the right to cancel this membership agreement and request return of membership cards at its discretion by giving [14 days] prior notice to the Member. The Member may cancel their membership giving the Centre a minimum of 14 days' notice before the next direct debit after the Minimum term of 2 or 26 Fortnightly payments has passed, whichever is chosen on the reverse side of this agreement. No fee is charged for cancellation. The Member will be required to fill out a Membership Amendment form for purposes of financial administration and ongoing customer service.

4. Membership Suspension

A member may suspend his or her membership for up to 28 days per financial calendar year. All suspension must be a minimum of 7 days and a maximum of 28 days. A suspension can be for any reason by giving the Centre a minimum of 14 days' notice before the next direct debit. No fee is charged for suspension. Members will be asked to fill out a Membership Amendment form to confirm dates and ensure all membership payments are up to date. The Member's payments will be re-activated after his or her suspension period has been completed.

A membership cancellation or suspension.

5. Operational and Facility

- YMCA reserves the right to vary, add or eliminate from time to time the OPEN HOURS or SCHEDULED HOURS of any Centre, classes, services or facilities. Please check all timetables and member information for changes.
- I agree and accept that a particular facility or service may not be available for participation due to a prior booking, mechanical breakdown, fire, extreme weather conditions, loss of lease, or any other reason. I agree not to hold the Centre responsible for the facility or service not being available during such an occurrence.
- You must be 1 Syrs of age and older to be a Member and to participate in a YMCA Health & Fitness club. Unless authorised by facility management, children aged between 10 and 14yrs must participate as part of TEEN GYM membership, before becoming a full YMCA Health and Fitness club member. They may also participate as part of the Centre family membership,
- Age Restrictions apply for Group Fitness Classes. Please refer in-Centre for specific age restrictions.
- For comfort and safety, appropriate footwear must be worn at all times - sandals, thongs and or bare feet are not permitted. All users must workout with a towel and wipe down equipment after use. All Members must wear a top at all times.
- Where lockers are provided, all care and no responsibility is taken for items contained within the lockers.
- Personal Training is available as an additional service. Only YMCA employed Personal Trainers may be used in a YMCA Health & Fitness club. Unauthorised use of a non-YMCA employed Personal Trainer may result in cancellation of membership.
- All Members agree to comply with all club rules. Members must not carry out any illegal acts in the facility and must comply with all our health and safety requirements. If a Member carries out any activity which we consider offensive or dangerous to you or another person we reserve the right to ask you to leave immediately and this may also result in cancellation of membership. Club rules may be changed from time to time and will be made available on our website at www.ymcansw.org.au
- YMCA collects, uses, discloses and deals with your personal information in accordance with the YMCA Privacy and Confidentiality Policy available at www.ymcansw.org.au

- The YMCA Privacy and Confidentiality Policy contains information about how you can access and seek correction of your Personal Information, how you can complain about a breach of the Privacy Act 1988 (Cth) and how YMCA will deal with the complaint.
- This Agreement is governed by the Laws of New South Wales and the parties submit to the non exclusive jurisdiction of the courts of New South Wales.

6. Safeguarding Children

You acknowledge that YMCA NSW is committed to creating and maintaining an environment that ensures all people involved in YMCA NSW activities, programs or services act in the best interests of children, young people and vulnerable adults, and take all reasonable steps to ensure their safety, welfare and wellbeing. There is a requirement for all YMCA NSW employees, volunteers (including its Board of Directors), student placements, consultants and contractors, affiliated associations, clients, parents, guardians, families and others associated with the YMCA NSW to understand the important responsibility they have to:

- Protect children, young people and vulnerable adults from all forms of abuse, bullying and exploitation by our people;
- Be alert to incidents of abuse and neglect occurring outside the scope of our operations and services that may have an impact on the children, young people and vulnerable adults to whom we provide a service; and
- Create and maintain a safe culture that is understood, endorsed and put into action by all the individuals who work for, volunteer or access our programs and services.
- No photography is permitted within the centre without prior management consent.
- All incidents that you are involved in or witness to must be reported to management immediately. This includes, but is not limited to concerns for a child, young person or vulnerable adult's welfare or well-being, concerns for the safety of others, accidents, injuries, illnesses, complaints and inappropriate or suspicious conduct.