

# The Y | Ku-ring-gai Fitness & Aquatic Centre

## Membership Agreement

### Terms & Conditions

All membership conditions have been established to ensure maximum enjoyment and usage of the Centre by all YMCA members. On acceptance by the Centre of this agreement, you will be referred to as a 'member' and have the usage rights and obligations as detailed below and Centre Conditions of Entry.

#### 1. Membership Access

Membership commences on the date stated on the membership agreement. A member must present his or her membership card for admittance to the Centre.

Admittance may be refused if a Member fails to provide their card on request of Centre staff. A replacement fee of \$5 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.

#### 2. Legally Binding Agreement

I understand that this agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly, fortnightly, weekly or individual basis.

I acknowledge that increases in periodic payments may occur and Members will be given a minimum 14 days' written notice if this is to occur.

#### 3. Right of Cancellation

The centre reserves the right to cancel this membership agreement and request return of membership cards at its discretion.

Cancellations must be in writing with an amendment form completed at the Centre, giving 14 days' notice in line with the members regular payment cycle.

Membership cancellation will not be authorized if membership payments are outstanding.

#### 4. Privilege to Suspend

A member may suspend his or her membership up to 2 times per year. All suspension must be a minimum of 14 days and a maximum of 28 days.

A suspension can be for any reason by giving the Centre a minimum of 14 days' written notice before the next direct debit.

Membership suspension will not be authorized if membership payments are outstanding.

#### 5. Direct Debit Drawings

Payments will be direct debited fortnightly from the Members nominated account. Debit dates are set by the YMCA NSW and can not be altered. Any debits that fall on a public holiday, the debit will be initiated on the previous working day. Please allow five (5) business days from the scheduled debit date for your payment to clear.

Please refer to your direct debit for further information and terms and conditions.

## 6. Failed Payments

Should there be any failed payments from your account, you are responsible for any fees and charges incurred by the bank, debt collection agency(s) and also responsible for any charges by the YMCA associated by the failed payment. If there are insufficient clear funds 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 may apply.

## 7. Operational and Facility

- All members must be 16 years of age and older to be a member and to participate in a YMCA Health and Fitness club. Unless authorised by facility management, children aged between 11 and 15 years can only participate as part of Teen Gym membership or as part of the centre family membership. Or if approved with an organised group by prior arrangement.
- 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.
- Members must return weights or any other equipment after use.
- The Centre reserves the right to vary, add or eliminate from time to time the OPEN HOURS or SCHEDULED HOURS of any of the particular facilities, classes or services. Please check all timetables and member information for changes.
- 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 and Fitness club. Unauthorised use of a non-YMCA employed Personal Trainer may result in cancellation of membership
- All members must agree to comply with the centre conditions of entry. Members must not carry out any illegal acts in the facility and must comply with all our health and safety requirements.
- The rules and policies of this centre are put in place to ensure the comfort and safety of all patrons. The management reserves the right to remove patrons who disobey the

Conditions of Entry, refuse to follow the direction of staff or who display inappropriate or anti-social behavior.

#### 8. Unavailability of Facility or Services

I agree to accept that the fact that a particular facility or service within the centre premises may be unavailable at any particular time due to prior booking, mechanical breakdown, fire, act of God, loss of lease, or any other reason. Further, I agree to not hold the centre responsible or liable for such occurrences.

#### 9. Commitment to Child Protection

YMCA NSW will uphold practices that promote the safety, welfare and wellbeing of children and young people. All members and guests must behave accordingly.

#### 10. Release

I, and if being a minor my parent/s and guardian/s for and on behalf of myself, acknowledge that during all such times as I am on the premises of or included in any activity to the premises which is organized, approved or endorsed by YMCA NSW as an activity for me to take part in, both my property and person shall be at my risk and I will not hold YMCA NSW liable for any personal injury or loss of property which may arise from negligence of the YMCA NSW, its servants, agents, independent contractors, voluntary workers, other users of the facility or participants in the activities or spectators or other parties providing services through or in the facilities of YMCA NSW. I also warrant that I am physically fit and able to engage in exercise and fitness programs at the centre/facility.

I also give permission for medical/ambulance assistance in the case of an emergency and agree to pay such costs incurred.