

# **The Y | Ku-ring-gai Fitness and Aquatic Centre Swimming Lessons 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. Enrolment Conditions**

Membership commences on the date stated on the enrolment agreement. A Member must present his / 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 / stolen membership cards.

Membership is personal to the 'member' and membership cards cannot be assigned or transferred to another person unless authorised by the centre.

A direct debit enrolment will continue into each term/block and into each year until the member cancels (refer to Right of Cancellation).

Please note that no lessons will be held on a public holiday.

## **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 of 14 days' written notice if this is to occur.

## **3. Right of Cancellation**

Cancellations must be made in writing with an amendment form completed at the Centre, giving 14 days' notice. I understand this is a perpetual membership; classes and payments will not stop unless written notification or an amendment form is completed and received in Centre. For 48 week programs, cancellations are only accepted at the end of a 12 week block. No cancellation fee will be charged.

Members may only cancel within a 12 week block in the following circumstances: the member becomes seriously ill, permanently injured or medically disabled or moves/relocates more than 30kms away. In such an event the Centre shall have the right to require and verify reasonable evidence in writing of the changed circumstances.

The Centre reserves the right to cancel this enrolment agreement and request return of membership card at its discretion.

#### **4. Privilege to suspend**

Suspension privileges are available depending on your type of membership. All eligible members must apply in writing for suspension by completing a membership amendment form.

Direct debit members are entitled to suspend their enrolment for 1 x two-week period per calendar year with 14 days written notice. For current members of 48 week programs, an automatic 4 week payment suspension for the designated Christmas Holiday period will occur, with continued FREE member entry.

#### **5. 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, condemnation, loss of lease, catastrophe or any other reason. Further, I agree to not hold the centre responsible or liable for such occurrences.

#### **6. Missed Lessons**

No refund is given for missed lessons and make up lessons are not provided. If a member is absent from class for a prolonged period without notifying the Centre they may be automatically removed from that class. In the event of long term illness or injury, suspension of direct debit payment may occur upon presentation of a medical certificate or at the Centre Manager's discretion.

#### **7. Illness and Swimming**

For hygiene reasons, all patrons are asked to shower before using the pool.

Members are asked to refrain from attending lessons if suffering from an infectious condition. These include: ear & eye infections, gastrointestinal infections, diarrhea, cold sores, coughs, infectious runny noses (green discharge), open sores, rashes or feet infections. If a member presents with any of the above conditions they may be asked not to participate in the lesson.

#### **8. Supervision**

Children under the age of 10 must be supervised by an adult (16 years or older) during the entire lesson. I acknowledge that it is a condition of enrolment that my child is picked up immediately upon conclusion of the enrolled program. Should my child wish to swim prior to or after their lesson and are aged 5 years and under, I understand a parent must be in the water with them at all times.

#### **9. 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 public holidays, 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 form for further information and terms and conditions.

## **10. 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 fees and charges by the YMCA associated by the failed payment. 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 may automatically be re-billed on the next debit date and a failed payment fee may apply.

## **11. Learning Guarantee**

Should your school age child not move up one (1) level within three (3) consecutive blocks of swimming lessons a free second class lesson/week will be offered until your child does progress to the next level.

## **12. Clothing Attire**

Every Child aged between 0- 3.5yrs must wear an Aqua Nappy at all times. Failure to do so will require the Member to purchase a nappy from reception or leave the class.

Proper swimwear must be worn at all times. Any clothing other than swimwear, or cotton materials will not be allowed in the water.

## **13. Photography/Promotion**

I give permission for myself / my child to be photographed / videoed while participating in YMCA activities. I consent to these photos / videos being used for Publicity purposes. I also give permission for the YMCA to send me emails and SMS regarding centre based promotions. All personal information complies with the YMCA Privacy Policy.

## **14. 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.

## **15. Release**

I, and if being a minor my parent/s and guardians/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.