

# The Y NSW Gymnastics Program Enrolment - Terms and Conditions

Our Terms and Conditions have been established to ensure maximum enjoyment and usage of the Centre by all Y NSW Members – they are outlined below:

## 1. Legally Binding Agreement

This is a legally binding agreement.

## 2. Enrolment General Conditions

- (a) Enrolment commences on the date stated on the Enrolment Agreement.
- (b) You are given a 7 day cooling off period after signing this agreement to cancel your Enrolment.
- (c) We direct debit your account for fees once a fortnight.
- (d) The minimum period of Enrolment is 5 fortnightly direct debit payments.
- (e) Enrolment and associated fees will continue until cancelled by you, the account holder.
- (f) YMCA reserves the right to refuse entry, cancel your Enrolment, or request an Enrolled person to leave the premises if the Enrolled person does not behave in a responsible manner, is under the influence of drugs and / or alcohol, or does not adhere to our Code of Conduct and Conditions of Entry.

Our Code of Conduct and Conditions of Entry are located on our website.

Code of Conduct: [bit.ly/gymnastics-handbook](http://bit.ly/gymnastics-handbook)

Conditions of Entry: <https://www.ymcansw.org.au/conditions-of-entry/>

- (g) The Y NSW also reserves the right to cancel your Enrolment with us at our discretion.

If we cancel your Enrolment, we will refund any funds remaining on your account.

## 3. Cancellation of Enrolment

You may cancel your Enrolment by providing us with 1 fortnightly debits' notice, completing the Account Cancellation Request Form and paying any final fees owed. The minimum period of enrolment, (5 fortnightly direct debit payments) must be fulfilled in the first instance.

Our Account Cancellation Request Form is located on our website at <https://www.ymcansw.org.au/manage-account/>

## 4. How We Will Contact You

You grant permission for the Y NSW to communicate with you via email and phone regarding our news, updates and promotions. We will contact you using the details you provide.

If you would prefer not to be contacted please email us at: [contactus.nsw@ymcansw.org.au](mailto:contactus.nsw@ymcansw.org.au)

## 5. Our Privacy Policy + How We Use Your Information

For detailed information about how we use the information you provide us, please see our Privacy Policy – located on our website at <https://www.ymcansw.org.au/privacy-policy/>

Please also note that to ensure the safety of children your personal information may be shared with the Y's National Safeguarding Unit and other third parties as required by legislation.

## 6. Missed Classes + Makeup Sessions

No refund is given for missed Classes.

Instead - you will have a total of 10 Makeup Sessions per calendar year to access.

To access a Makeup Session, you must provide us with at least 3 hours' notice prior to cancelling your scheduled Class.

(Extenuating circumstances will be taken into consideration at the Y NSW's discretion; or a medical certificate must be presented to waive the 3 hour notification period requirement.)

If a scheduled Class is cancelled by the Y NSW, a Makeup Session will be made available.

Makeup Sessions that result from the Y NSW cancelling Classes are additional to the 10 makeup sessions permitted per calendar year per customer.

Please also note that:

- (i) A total of 10 Makeup Sessions can be taken per calendar year.
- (ii) Unused Makeup Sessions do not accrue year-to-year.
- (iii) Makeup Sessions will be available by booking only and are dependent on availability.
- (iv) Makeup Sessions must be taken within 12 weeks of the missed Class date and cannot be accrued.
- (v) Makeup Sessions can only be taken in like for like, or approved Classes.
- (vi) Missed makeup sessions will be forfeited.

We can only provide credits on your account, in the following circumstances:

- \* The Y cancels a scheduled Makeup Session, or
- \* The Y does not provide a Makeup Session within 12 weeks, or
- \* You have a valid medical reason – such as a change in physical and / or psychological ability which means you no longer meet the requirements of the Class (with medical reasons needing to be proved by a doctor's certificate and approved by the Y NSW.)

A refund may be permitted at the discretion of The Y under extenuating circumstances.

## 7. Privilege to Suspend (Available to Levels Gymnastics Members Only)

The privilege to suspend is only available to Levels Gymnastics Members who attend more than 2hrs of Classes per week. Privilege to suspend is only available if makeup sessions are not available in the first instance or the member is taking a leave of absence greater than 2 training days.

You are required to provide the Y with a completed Account suspension request Form. Our Account suspension request form is located on our website at <https://www.ymcansw.org.au/manage-account/>

Please also note the following:

- (i) A minimum of 14 days' notice must be given to formally Suspend sessions.
- (ii) Levels Gymnastics Members are entitled to suspend their enrolment for a maximum of 4 weeks per year.
- (iii) A makeup session is not available if a suspension is applied to your account.

(More details about Makeup Sessions can be found in *Clause 6. Missed Classes + Makeup Sessions.*)

## 8. Altering Your Class(es) or Training Hours

To change Classes or Training Hours; you may contact your centre to update your enrolment; or complete a General Request Form located on our website at <https://www.ymcansw.org.au/manage-account/>

## 9. Public Holidays

An additional Makeup Session will be allocated to the yearly total for any public holidays that fall on scheduled Class days. Makeup Sessions that result from Classes not being offered due to Public Holidays are additional to the 10 makeup sessions permitted per calendar year. For those Levels Competitive Class Students that participate in the maximum hours, a credit may be applied to their account if makeups are unavailable. (More details about Makeup Sessions can be found in *Clause 6. Missed Classes + Makeup Sessions.*)

## 10. Medical Injury or Illness

- (a) Where a doctor's certificate is produced, a Makeup Session will be offered in the first instance for any missed lessons. If a Makeup Session is not available a credit will be applied to your account.
- (b) If the medical illness or injury is for longer than 2 training days you can elect to suspend your direct debit payment or have your payment held in credit for the period of incapacitation noted on your medical certificate.
- (c) If you have a permanent change in your physical and / or psychological ability which means you can no longer meet the physical and / or psychological requirements of the Class (proven with a valid doctor's certificate); you can cancel your Enrolment and have any remaining funds credited to your account or refunded to you.
- (d) Extenuating circumstances will be taken into consideration at the Y NSW's discretion.

## 11. NSW Gymnastics Registration Requirement

It is a requirement of Gymnastics NSW, that any person (adult or child) Enrolled in Gymnastics, be Registered and have paid the Registration Fee prior to participation. The Gymnastics NSW annual Registration and associated Fee covers participants for insurance. The Registration and insurance cover is for one calendar year (January to December.) The Y NSW manages the collection and payment of these Fees on behalf of Gymnastics NSW. We also add a small, reasonable charge to the Gymnastics NSW Fees, to cover our administration costs.

For new enrolments, we will debit you in advance for the Fee upon enrolment. For existing students, we charge the fee during Term 1 of Classes.

For more information on the insurance cover, please refer to the website of Gymnastics NSW at:

[http://www.gymnsw.org.au/NSW/Pathways/Insurance/NSW/Your\\_Membership/Insurance.aspx?hkey=47e5539f-55a8-4b69-a0b0-e612b72c212b](http://www.gymnsw.org.au/NSW/Pathways/Insurance/NSW/Your_Membership/Insurance.aspx?hkey=47e5539f-55a8-4b69-a0b0-e612b72c212b)

## 12. The Y NSW Reserves the Right to:

- (i) Vary, add or eliminate any of the facilities or services provided by the Centre.
  - (ii) Change the fees we charge for our services.
  - (iii) Alter our Terms and Conditions
- You will be given a minimum of 30 days' notice about any of the above changes (i), (ii), (iii).
- (iv) Vary Our Hours of Operation or Program/Class Schedule of the centre.

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## **The Y NSW Gymnastics Program – Direct Debit Consent + Payment Information**

### 1. Billing and Payment Information

- (a) You will be billed fortnightly (every 2 weeks.)
- (b) Payments made by direct debit will be debited fortnightly from your nominated account.
- (c) Debit dates are set by the Y NSW and cannot be altered.
- (d) Please allow five (5) business days from the scheduled debit date for your payment to clear.
- (e) The Y NSW will not be held accountable for any account debits or bank fees.

### 2. Y Sibling Discount

For families with 3 or more children enrolled in our gymnastics programs at the same time, the 3rd and any subsequent children will receive a 50% discount off their fees. (Siblings will be listed in descending order of hours attending programs.)

### 3. Unsuccessful Payments

- (a) Should there be any unsuccessful payments from your account, you are responsible for any fees and charges incurred by the bank, or debt collection agency(s) and are also responsible for any reasonable fees and charges incurred by the Y NSW due to your unsuccessful payment.
- (b) If there are insufficient funds in your account to meet a direct debit payment you must arrange for sufficient funds to be in your account within three (3) working days.
- (c) In the event that a 2nd attempt at billing fails, the payment may automatically be re-billed on the next debit date and a failed payment fee will apply.

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## **The Y NSW Gymnastics Program – Photo Consent + Use Form**

I give permission for myself / my child to be photographed and / or videoed while participating in YMCA activities.

I consent to these photos / videos being used for Publicity purposes.

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