

Terms and Conditions

All membership conditions have been established to ensure maximum enjoyment and usage of the Centre by all **YMCA Health and Fitness** club Members. On acceptance by the center of this agreement you will be referred to as the "Member" and have the usage rights and obligation as detailed below. If at any stage a YMCA Member can not make payments, the Member may apply for fee assistance if that participant is willing to pay but unable. Conditions apply.

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 center. 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 center. Membership entitles you to access all YMCA NSW facilities in line with the Terms and Conditions of the YMCA Reciprocal Rights program.

2. Direct debit payment

If paying your membership fortnightly or monthly, Direct Debit Terms and Conditions must be agreed to as part of this agreement if paying. 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 may apply. Failure to pay your outstanding fees may result in the engagement of a collection agency - if this occurs your credit rating may be effected and you will be liable for additional fees incurred from engaging agent.

3. Membership cancellation

The Center reserves the right to cancel this membership agreement and request return of membership cards at its discretion. The member may cancel their membership giving the Centre a minimum of 14 days notice before the next direct debit. 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. All outstanding fees must be paid prior to cancellation. YMCA Lake Haven will not be held responsible or liable for fees charged to you if you fail to complete this cancellation process.

4. Membership suspension

A member may suspend his or her membership up to 2 times per 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.

Membership cancellation or suspension will not be authorised if membership payments are outstanding.

5. Operational and facility

- 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
- I agree and accept that a particular facility or service may not be available for participation due to a prior booking, mechanical breakdown, fire, act of God, loss of lease, or any other reason. I agree not to hold the Centre responsible for such an occurrence.
- All members must be 15yrs 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 11 and 14yrs can only participate as part of TEEN GYM membership or as part of the Centre family membership. Or if approved with an organized group by prior arrangement.
- 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 any other 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.
- Fixed term agreements; members on a fixed term agreement have agreed to a minimum fixed term period and therefore a minimum number of debit payments. Direct debits will continue past this term until such time as cancellation is requested as outlined in above clause 3 Membership Cancellation and 14 day notice period has concluded. A \$150 early cancellation fee is payable should you wish to cancel before the fixed term has ended.



**FAMILY
HEALTHY LIVING
DEVELOPING YOUNG PEOPLE
THOSE LESS FORTUNATE**