

TERMS & CONDITIONS

Membership Agreement ABN 41 241 860 884

THE KEY DETAILS YOU NEED TO KNOW:

- **Ongoing periodic agreement:** You are entering into an ongoing contract which will continue to debit your nominated bank details regardless of visitation.
- **Payments:** All membership/program fees are paid via direct debit. If the payment is rejected/fails there is a \$15 rejection fee added to your account. We reserve the right to debit your account to pay any outstanding balances. Unpaid balances will cause suspension of services/access.
- **Cancellation:** All memberships/programs are ongoing in nature, and fees will be debited until notice of cancellation is received. We need 14 days notice of cancellation (one more debit will be charged once notice is provided).
- **Suspensions/freeze:** Members can freeze/suspend their membership temporarily from within the Customer Portal. Members can suspend for a minimum of 2 weeks and maximum of 26 weeks per year. The first 4 weeks of suspension per 12 months is free, and there after charged at \$5/week.
- **Medical absences:** No suspensions, including for medical reasons, can be backdated. Upon presentation of a supporting medical certificate, medical suspensions can be arranged in-person or by email at no cost.
- **Class bookings:** We strongly encourage members to pre-book into wellness classes. Popular classes and times fill quickly. Bookings are made through the Customer Portal.

YMCA SA MEMBER AGREEMENT

Periodic Supply Period: The supply period is for 14 consecutive days from the date of the most recent automated debit payment.

Periodic Agreement: This agreement will continue and fees charged until the consumer ceases agreement as per Clause 7 or the trader ceases the agreement.

1. INTRODUCTION This document outlines the rights and responsibilities that you have with regard to the authority of the Centre (Kensington Community Leisure Centre) to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of the Contract and DDR Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract or this DDR form you should in the first instance contact the Centre by email or phone.

2. PARTIES TO CONTRACT The "Centre" means the organisation/site location providing the service for which the Customer is paying. The "Customer" means you: the person or party signing this Contract.

3. PAYMENTS The Centre will debit your nominated account for the amount and frequency of payments in advance as agreed on the Centre DDR Contract signed and accepted by you, or any later amendment to the amount and frequency of payment that is accepted by you. It is your responsibility to have clear funds in your account +/- 3 business days from the nominated debit date to account for processing and public holiday delays. By signing this Contract you are agreeing to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 3 below. Should there be any arrears in payments, the Centre will be authorised to debit the outstanding balance in order to bring your account up to date. It is your responsibility to advise us if the account nominated by you to receive the Centre Direct Debit drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Centre Direct Debit drawing.

4. SUSPENSIONS Memberships may be suspended for a minimum of 2 weeks and a maximum of 26 weeks per year via the online Customer Portal (or an Amendment Form at customer service). Suspension requests must be submitted a minimum of 3 days prior to the start date of the suspension and the first proposed non/reduced payment date. The first 4 weeks of suspension per 12 months are free after which suspension will be charged at \$5 per week. All medical suspensions are free of charge upon the presentation of a valid medical certificate that covers all requested dates of suspension. Suspensions, including for medical reasons, cannot be back-dated. The Member agrees that in the event that he or she does not attend the Centre or use the facilities for any period during the Membership without previously arranging suspension of Membership, the Member will have no entitlement or right to claim and the Centre will not be liable to reimburse any fees or other payments made by the member.

5. MEDICAL ABSENCES Please contact Customer Service if you require an extended membership freeze for medical reasons. All medical suspensions are free of charge upon the presentation of a valid medical certificate that covers all requested dates of suspension.

7. CANCELLATION The Centre requires a minimum of 14 days notice of cancellation, which means one more direct debit will be charged after the cancellation request is received. Cancellation is to be completed from within the Customer Portal, or alternatively in-person (amendment form) or by email. All outstanding fees must be paid in full prior to cancellation. We reserve the right to cancel your membership/enrolment if two or more direct debit drawings are returned unpaid by your nominated Financial Institution and you fail to arrange an alternate payment method. Credits on your account are non-refundable and will be automatically applied to future fees payable. Membership paid upfront and visit passes cannot be suspended put on hold, cancelled or transferred.

8. DISHONoured PAYMENTS Should your payment be dishonoured the Centre will contact you by SMS and/or email using the contact details provided to us. **You will incur a \$15 administration fee for all dishonoured/failed payments.** The \$15 administration fee and overdue membership fee can be paid in the Customer Portal, and will be automatically added to the next debit if left unpaid. Two consecutive rejected debits will result in disruption of service.

9. ADDITIONAL RESPONSIBILITIES You are responsible for ensuring that your nominated bank account or credit card are correct and able to accept direct debits. Direct debit rejections for any reason, including expired credit cards, incur a \$15 administration fee automatically added to your next direct debit. Changes to your account or direct debit details must be provided at minimum 3 days prior to the next direct debit by submitting online or in writing (email) to customer service. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.

10. INCREASE IN FEES AND CHANGE OF TERMS The Centre may increase membership/program fees, change payment frequency and/or debit date at any time upon giving 30 days notice provided by email, newsletter, website and on-site signage. Membership/program fees are generally increased annually aligned to the CPI.

YMCA SOUTH AUSTRALIA / KENSINGTON COMMUNITY LEISURE CENTRE

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