

YMCA SA Client Service Agreement (Periodic Membership) & Membership Terms & Conditions

- 1. INTRODUCTION** This document outlines the rights and responsibilities that you have with regard to the authority of YMCA South Australia 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 YMCA location in which the membership was purchased ('Home Location').
- 2. PARTIES TO CONTRACT** The "Centre" means the organisation providing the service for which the Customer is paying. The "Customer" means you: the person or party signing this Contract. "YMCA South Australia", is YMCA South Australia, 10/44 Waymouth Street, Adelaide SA 5000 phone 08 8200 2500. All communication relating to this contract is to be sent directly to your Home YMCA Location. "YMCA Home Location" is the Centre in which you purchased your membership from and on the membership agreement.
- 3. SUPPLY PERIOD** The supply period is for 14 consecutive days from the date of the most recent automated debit payment.
- 4. PERIODIC AGREEMENT** This agreement will continue and fees charged until the consumer ceases agreement as per Clause 8.
- 5. PAYMENTS** YMCA South Australia will debit your nominated account for the amount and frequency of payments in advance as agreed on YMCA South Australia DDR Contract signed and accepted by you, or any later amendment to the amount and frequency of payment that is accepted by you. If the nominated day of your debit falls on a public holiday or weekend, YMCA South Australia will debit your account on the next business day. It is your responsibility to have clear funds in your account on the due date of the direct debit. 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 8 below. Should there be any arrears in payments, YMCA South Australia 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 YMCA South Australia Direct Debit drawings is transferred or closed, and to arrange with us a suitable alternate payment method if you wish to cancel YMCA South Australia Direct Debit drawing.
- 6. FAMILY/CONCESSION MEMBERSHIP** Eligibility for Family Membership discount (also called Mates Rates) is defined as having two or more members holding non-program memberships on the same payment terms (direct debit or upfront term), connected by all payments debited from one bank/credit account. Concession discounts are available on some membership types; full details of accepted concession cards and eligible membership types can be obtained from the Centre. Failure to provide evidence of valid concession or to meet the minimum Family Membership requirements within 4 weeks of request will result in the membership automatically reverting to the appropriate non-discounted price. In the case that a family member who is the payer of other memberships cancels their own membership, payments for the other memberships will continue from the original account until the Centre is provided with new account details or separate cancellation requests for the other members.
- 7. SUSPENSION** Memberships (excluding Program Memberships) may be suspended for a minimum of 2 weeks and a maximum of 26 weeks online via Client Portal, or by submitting an Amendment Form to customer service (3 days notice required if using paper form). The first 4 weeks of suspension per 12 months from contract start date 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.
- 8. CANCELLATION** The Centre requires 14 days written notice of cancellation, during which time you have continued access to the facilities. Any direct debits within the notice period will be pro-rata for the number of days remaining in the notice period. Cancellation can be completed online within Client Portal, or via cancellation form in-person (cancellation is never accepted verbally). All outstanding fees must be paid in full prior to cancellation. We reserve the right to cancel your membership if two or more direct debit drawings are returned unpaid by your nominated Financial Institution and you fail to arrange an alternate payment method. Any credit on your account is non-refundable, but can be used in centre for programs or services. You can contact your Financial Institution to confirm the termination of further direct debits after any final payments are successfully paid.
- 9. DISHONORED PAYMENTS** Should your payment be dishonored, 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 dishonored/failed payments. Unless otherwise arranged and paid prior, the \$15 administration fee, overdue membership fees and current due membership fees will all be debited on your next direct debit payment. We reserve the right to terminate your Contract if two consecutive payments are dishonored. If your membership is terminated due to dishonored payments, we reserve the right to restrict your future access to payment in advance. The Centre may additionally charge any other fees incurred by us collecting an outstanding balance.
- 10. 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 are to be provided a minimum of 3 days prior to the next debit online in Client Portal or in-person via an Amendment Form. 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.
- 11. INCREASE IN FEES AND CHANGE OF TERMS** The YMCA may at any time upon sending written notice by email to your last known address and giving 30 days notice, increase the installment amount, new frequency and debit date schedule.
- 12. DISPUTES** All disputes regarding a direct debit payment should be referred to your Home YMCA Location (see website), or YMCA Australia at 08 8200 2500 or email contact@ymcasa.org.au or via your nominated Financial Institution.
- 13. ENTITLEMENT** Provision of services provided by the Centre may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. By signing this agreement you are agreeing to be bound by the rules and conditions of the Centre. The Management at YMCA South Australia reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the Centre at any time.
- 14. PROVISION OF SERVICE** Change of location or ownership or the name of the Centre does not absolve you of your responsibilities under the terms and conditions of this Contract.
- 15. CREDIT/DEBT REPORTING AGENCIES** YMCA South Australia will be authorised to notify any debt collection/credit-reporting agency upon default by you in regard to any obligation under this Contract. Should this occur then at YMCA South Australia's sole discretion, it may terminate your contract at which time the full outstanding balance for the remainder of the minimum term or payments including any current arrears shall be due immediately in full. In addition YMCA South Australia shall add \$30 to the outstanding debt as its fee for dealing with the defaulting member. YMCA South Australia is further authorised to add any further amount to the outstanding debt that might be reasonably incurred by them in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred.
- 16. ENTIRE AGREEMENT** This Contract and DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between you, the Customer, YMCA South Australia relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.
- 17. PRIVACY** YMCA South Australia acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purposes of processing your membership or enrolment and financial institution payments if applicable. YMCA South Australia, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, maybe recipients of this information. By joining or enrolling in a program at the local Centre you have also become a member of YMCA South Australia. You will receive communications from YMCA South Australia from time to time to update you on items relating to your membership. YMCA South Australia uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone. If you do not wish to have your information contained in this document used or disclosed for this purpose YMCA South Australia will be unable to process your membership or enrolment. You have the right to access and alter personal information protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001). Full details of YMCA South Australia Privacy Policy can be obtained at www.sa.ymca.org.au or by request from contact@ymcasa.org.au.
- 18. LIABILITY** To the extent permitted by law, YMCA South Australia and your Home YMCA Location shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage; and shall not be responsible for lost or stolen items, or damage to property or vehicles. Acknowledging the above, you agree to use the Centre at your own risk.