

# TERMS & CONDITIONS

## Membership Agreement - Upfront ABN 41 241 860 884

### THE KEY DETAILS YOU NEED TO KNOW:

- **Suspensions / Cancellation:** Cancellations/refunds and suspensions/freezes are not available with an upfront/term membership. If you are looking for flexibility in your membership, please consider a direct debit option.
- **Medical absences:** Upon presentation of a supporting medical certificate, medical suspensions can be arranged in-person or by email. The medical suspension period will be added to the end of the membership term.

- **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 (and in the Purruna App).

### YMCA SA Client Service Agreement

- 1. 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. "the Centre" is the Purruna Spencer Newton Centre, Blythewood Road, Torrens Park SA 5062 phone 08 8274 4212. All communication relating to this contract is to be sent directly to the Purruna Spencer Newton Centre.
- 2. CANCELLATION** Upfront Fixed Term Agreements cannot be cancelled or transferred.
- 3. SUSPENSION** Upfront Fixed Term Agreements cannot be suspended or deferred.
- 4. 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 the Centre 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.
- 5. 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.
- 6. ENTIRE AGREEMENT** This Contract constitute the entire agreement, understanding and arrangement (express and implied) between you, the Customer, the Centre relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.
- 7. PRIVACY** The Centre 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. The Centre, 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 the Centre. You will receive communications from the Centre from time to time to update you on items relating to your membership. The Centre 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 the Centre 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 the Centre Privacy Policy can be obtained on request at the Centre or online at [www.sa.ymca.org.au](http://www.sa.ymca.org.au)
- 8. LIABILITY** To the extent permitted by law, the Centre 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.