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1. Starting Your Membership

YOUR MEMBERSHIP TERMS AND CONDITIONS

1.1 Membership options – Choosing your membership

Understanding our membership and payment options

Membership Type	Minimum Term Applied	Continuing Ongoing Membership i.e. no fixed end date	Fixed Expiry Date	Payment in Full Upfront	Fortnightly Debits
No Commitment – Direct Debit	No	Yes	No	No	Yes
Commitment Ongoing – Direct debit	Yes	Yes	No	No	Yes
Commitment Fixed term – Direct Debit	Yes	No	Yes	No	Yes
Term Membership	Yes	No	Yes	Yes	No

Membership access

Access	Gym	Pool	Group Fitness	Virtual Group Fitness	Access Hours	Restricted Hours Option
Full Access	Yes	Yes	Yes	Yes*	As per centre opening hours	No
Universal Full Access	Yes	Yes	Yes	Yes*	As per centre opening hours	No
Aquatic	No	Yes	Yes - Aquatic classes only	No	As per centre pool opening hours	No
Universal Aquatic	No	Yes	Yes - Aquatic classes only	No	As per centre pool opening hours	No
Seniors	Yes	Yes	Yes – Seniors classes only	Yes*	As per centre opening hours	No
Universal Seniors	Yes	Yes	Yes – Seniors classes only	Yes*	As per centre opening hours	No
Youth	Yes	Yes	Yes - Some restrictions apply	Yes* - Some restrictions apply	As per centre opening hours	No

*Virtual group fitness not available at all sites

Oak Park Sports and Aquatic Centre 24/7 gym access is available to eligible members only. For 24/7 terms and conditions, please see 6.1

1.2 Eligible discounts

You will receive a discounted membership if you have a current valid:

- Australian Full Time Student Card
- Pensioner Concession Card
- Health Care Card
- Commonwealth Seniors Health Care Card
- Seniors Card
- Department of Veterans Affairs card (DVA)

If you qualify for a discounted membership, you must provide proof that you continue to qualify for a discount prior to the expiry of your relevant concession. If you no longer satisfy our criteria, we will upgrade you to the standard membership. Before we change your contract, we will inform you about any changes to your fees (see 2.4) providing 30 days' notice. You may cancel your agreement during this time (see 3.1).

Using a corporate discount

You will receive a preferred partnership discount if you are an employee of a company we have a current corporate agreement with. Please ask us for more details.

1.3 Your age

Meeting our minimum age

You must be at least 12 years old to become a member.

Ages 12–17

If you are under 18, a parent or guardian must sign your membership agreement and health screen questionnaire. You can then:

- use cardiovascular and weight based equipment (24/7 access is not available to under 18)
- take part in group fitness classes (please note restrictions apply based on age)
- take part in water-based classes

ALL members aged 12-17 must have a planning session, through our Personal Success Plan (PSP) process where a parent or guardian must be in attendance prior to using health and fitness facilities. This appointment must be booked in upon sign-up.

1.4 Your health

On the day you sign your agreement you will be asked to book into one of our Personal Success Plan sessions; where in session one you will complete a health screen questionnaire as part of this process. Each time you use our centres, you agree that you know of no medical or other reason why you cannot or should not do active or passive exercise.

Should changes occur to your health whilst a member, it is your responsibility to update your health screen questionnaire.

Seeking medical advice

If you answered “yes” to any of the questions in the health screen questionnaire, you will be required to seek guidance from your GP or appropriate Allied Health professional prior to undertaking physical activity or exercise.

We may choose to refuse your membership agreement until:

- your GP or appropriate Allied Health professional agrees in writing that you are fit to exercise
- you show us proof that you have received medical advice on an appropriate exercise program

Keep our facility clean and healthy by not attending if you have:

- an infection, contagious illness or physical ailment, such as an open cut or sore
- had diarrhoea or “gastro” symptoms
- a rash that is contagious or undiagnosed.
- there is any other risk, however small, to other members and guests

1.5 Getting started

Completing and signing your agreement

You have an agreement with us when you have completed and signed the agreement (Direct Debit Request [DDR] Service Agreement or Term Agreement). If these terms and conditions or your agreement differ from anything you are told at the centre or over the phone, these terms and your agreement will apply, unless written confirmation is received from a YMCA Victoria employee.

Paying a start-up fee

You need to pay a start-up fee when you join or renew. If you re-join within 8 weeks of cancellation at any YMCA Victoria centre and present the copy of your cancellation request, the start-up fee will be waived.

Direct debit memberships will be required to pay a pro rata payment to cover access from the day you join up until the next due direct debit date.

This fee is listed in your membership agreement.

1.6 Changing your mind

Using your 7 Day Cooling Off Period

You can cancel your agreement during your 7 Day Cooling Off Period. You have 7 days from the date you sign your initial agreement. To cancel your membership, please see 3.1.

We will then cancel your agreement and refund all payments made.

This is only applicable for new membership agreements.

2. During Your membership

2.1 Membership Payments

Paying via direct debit.

Direct debit payment is the easiest option and allows for an automatic direct debit from a nominated bank account or credit card on a fortnightly/monthly basis. Payment provides access to your program and entitlements as per the terms and conditions for the next fortnight following the debit date.

We have a Payment Card Industry Data Security Standard (PCI DSS) compliant payment account record platform. This ensures your credit card details are secure and not accessible through our data.

Paying upfront/term memberships

We offer a range of pay upfront or fixed term memberships. Should you require this option you will be required to pay in full on the day of purchase.

If you are having your membership funded via another party i.e. TAC, WorkCover, you will have to provide an Approval/ Authority to Invoice letter from your fund provider before the membership can commence.

Renewing your upfront/term membership

When your membership is due to end, you can choose to renew it prior to that date.

By renewing your membership, you agree to the membership terms and fees that apply at that time.

2.2 Direct debits

We will debit your membership fees from your nominated account as set out in your Direct Debit Request Service Agreement.

Please note that:

- debit dates are pre-set for all programs
- if a debit date falls on a public holiday, we will debit your account on the next business day
- credit card debits are live transactions (i.e. they will be honoured or declined immediately when our file hits your bank), so it is recommended that the funds are available the night prior to the debit. Bank account debits may take up to five days to be cleared from your account.

For further information please see our Payment Card (credit and debit) Data Security Policy and Privacy Policy [here](#).

Meeting your responsibilities

You must make sure:

- Your account can accept direct debits (your financial institution can confirm this)
- There is sufficient money in your account on the payment (debit) day (6:00am onwards)
- You tell us if you are transferring or closing your account, at least 3 business days before your next direct debit
- You tell us about any changes to your credit card, such as its expiry date or number, at least three business days before your next direct debit.

Please tell us if you want to change or stop your direct debits. Advising your bank does not change or cease your contract with us if the correct process to inform us has not also been followed.

Querying a payment

If you query a payment, we will respond within two business days. If you are not satisfied with our response, we encourage you to place your enquiry in writing to your Centre Manager.

2.3 Late or Declined Payments

Centre access

If you do not fully pay your fees on the due date, your centre access will be suspended until your payments are up to date.

We will also charge you a failed payment fee of \$10.00 if your payment isn't honoured by the bank and this is due to your error. This will be debited from your account with the next scheduled payment and you authorise us to do this as per your Direct Debit Request Service Agreement.

Failed payment fee

This is incurred due to the additional administrative tasks required when a payment fails. This may include an SMS, email, postal letter and phone calls to correct invalid account details, process a manual payment and ensure the control of outstanding fees to ensure your participation at the centre is not interrupted.

Paying your outstanding debts

We will continue to debit your nominated account without notice, until we have received the total amount owed. We will make a reasonable effort to let you know prior to the next debit.

For membership/s in your name, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.

If you find yourself in financial difficulties please speak with a staff member as you may be eligible for our Participation Support Memberships. See [here](#) for more information.

2.4 Increase in fees and changes to your agreement

Your YMCA centre may at any time upon sending an email or written correspondence to your last known contact address and giving 30 days' notice increase the agreed amount or make changes to terms and conditions. If you have any queries in relation to any proposed changes please contact your YMCA centre.

Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

Staying up to date with our terms and conditions

At times we are required to add, change or remove our terms and conditions. This includes changing a centre's opening and closing hours, its services and facilities. We may also close centres for refurbishment to improve their facilities. When services continue to operate we do not reduce your membership fees.

The most up-to-date terms and conditions always apply and you can find copies at your local centre in the most recent handbook or online at <http://www.activemoreland.com.au/aquatic-and-leisure-centres/>

Being notified about changes

We will give you at least 30 days' notice of any changes by either:

- publishing them in our newsletter or on our website
- placing a notice in the centre
- phoning you or writing to the address (post or email) you last provided

2.5 Suspending your membership

You can suspend your membership for a minimum of two weeks up to a maximum of 26 weeks each calendar year.

The suspension fee for all memberships is \$6.50 per week, which you pay by direct debit.

Please note that if you are within your minimum term, any suspensions are not classified as a full payment toward your contract.

A request must be lodged in writing and acknowledged by the centre a minimum 48 hours prior to the next scheduled debit date for the suspension to be actioned for the next debit. Note that suspensions may at times end in the middle of a fortnightly debit period and will therefore recommence debiting prior to the suspension end date as there will be active days in that period where payment is required.

Medical suspensions are accepted upon sighting of a medical certificate covering all requested dates. Medical suspensions can only be backdated for one month and are free of any charges.

Minimum term memberships can be suspended as per clause 4b of your Direct Debit Request Service Agreement however the suspension time will extend the minimum term accordingly.

For memberships outside of minimum term the above conditions will apply.

Understanding the conditions

Before suspending your membership, you must make sure your fees are up to date and you don't owe any payments. If fees are not up to date, direct debits will continue to collect the outstanding fees.

You cannot cancel your membership whilst it is on suspension except in the case where a medical certificate has been provided. A 14 day paid notice period is required in all other circumstances.

Suspensions can also not be backdated unless it is a medical suspension which may be backdated for a maximum of one month with the provision of a relevant medical certificate.

If we suspend a centre's operations or services, temporarily or permanently, we may send you a written notice (through the methods detailed in 2.4) offering you either a:

- transfer to another centre, if available
- complimentary suspension

2.6 Updating your membership

Payment account details

If during the course of your membership you need to update your payment account details, please present your credit card or bank account details in person at the centre, or ring the centre to provide your details to be entered to our PCI DSS compliant payment account record platform. Do not send credit card information via post or email. You will not be able to provide details of an account in another person's name.

Please note: credit cards that have expired and reissued with the same card number still require the full card detail to be provided as we cannot update the encrypted data with just an expiry date the whole card number needs to be resubmitted.

Personal details

Ensure we always have your current contact details on record by updating these with us either via our website, customer service or email. Please ensure you receive confirmation that these details have been updated.

Membership agreement

If at any time your membership does not meet your needs and you need to alter it, please speak to our customer service staff.

2.7 Recording your entry at the centre

Membership card

We will give you a membership card, with the option of purchasing an RFID band for \$10.70 when you join. We may also ask to take your photo for your account on our digital membership database. If you visit the centre without a valid membership card or photo identification, we may refuse you entry if we cannot validate your identity.

On entry, your membership card/RFID band must be scanned, at an entry gate or turnstile, or at customer service.

The card/RFID band is property of the YMCA and you cannot lend your card/RFID band or allow anyone else to use it.

If you lose or damage your card or RFID band, we will charge a replacement fee for RFID card/wrist band will be \$10.70 and barcode membership card will be \$4.30.

YMCA member benefit card

On joining you will receive a YMCA member benefit card that gives you full access for 10 free visits to participating YMCA Victoria centres other than those you already have reciprocal rights to. To visit another YMCA Victoria centre, you need to present your YMCA member benefit card and your centre membership card/RFID.

See participating [YMCA Victoria Centres](#)

Your membership type may provide you with reciprocal rights to access other facilities. If you have a Universal Active Moreland membership, you have reciprocal rights to the following facilities:

- Fawkner Leisure Centre
- Coburg Leisure Centre
- Brunswick Baths
- Oak Park Sports and Aquatic Centre
- Coburg Outdoor Pool
- Pascoe Vale Outdoor Pool

If you visit another YMCA Centre, you agree to comply with its rules and the reasonable direction of its staff at all times.

2.8 Feedback

We welcome your feedback

Please contact us via one of the following methods:

In centre

Our centre staff are always happy to help. Ask at centre reception or call your centre on:

- Fawkner Leisure Centre (03) 9358 6600
- Coburg Leisure Centre (03) 9354 3504
- Brunswick Baths (03) 9381 1840
- Oak Park Sports and Aquatic Centre (03) 8311 4600

If you'd like to speak to a manager let our customer service team know. If no managers are immediately available, the customer service team will ensure the relevant team member contacts you as soon as possible.

Feedback forms are also available for completion in centre.

We will be in contact with you shortly after that.

Online

Send us a message by completing our feedback form via our website <http://www.activemoreland.com.au/aquatic-and-leisure-centres/>. You will be contacted by the relevant team member within 2-5 business days. We recognise that some enquiries are more complex than others and may require more time to resolve but we will always let you know.

Contacting central customer service

If you are not satisfied with our response, you may write to YMCA Victoria:

YMCA Victoria

502/990 Whitehorse Road

Box Hill VIC 3128

vicoffice@ymca.org.au

You will hear from us within two to five business days.

Customer service may refer your complaint to centre management if it has not already had a chance to resolve your enquiry. You will hear from us within two business days about what we plan to do and how long it is likely to take.

3. Ceasing your membership

3.1 Cancelling your membership

This contract shall continue indefinitely until such time as the customer requests cancellation in writing at your Centre. There will be a period of 14 days paid notice unless otherwise specified by your centre between the date of request and the date of actual termination during which any payments due must still be paid in full; this maybe a pro rata or portion of the full fortnightly debit fee.

You can ask to cancel your membership by:

- completing the Cancellation Request form in centre
- writing to us to request cancellation

Confirmation:

No claim for cancellation will be recognised without your receipt of cancellation. Please retain a copy of your cancellation request; either the cancellation request form completed at the centre or the confirmation email.

Please consider your membership as active until you've received confirmation of your request in writing.

You are unable to suspend your membership during the paid notification period.

3.2 Minimum Term Memberships

Members requesting cancellation within their minimum term period will be required to pay the balance of fees due to cover the minimum number of payments required or the early exit fee of \$150, whichever is the lesser amount. Minimum term memberships cancelling after the expiry of the minimum term are required to provide 14 days' paid notice in writing as per clause 3.1 above.

4. Centre conditions of entry

You must follow our centre conditions of entry and code of conduct. Some centres have higher risk areas, such as stadiums, swimming pools, steam rooms and saunas. Please read and follow all signs and information provided that tells you what to do, especially in these areas. If you don't understand something, please ask for help.

4.1 Rules of entry

Your membership entitles you to entry at the times and to the areas specific to your membership. This entitlement assumes that you will enter the facility and behave in a way that is not dangerous or inappropriate. We do not accept:

- threatening or harassing behaviour
- intentional damage to equipment
- use of illegal or performance enhancing drugs
- consumption of alcohol
- unauthorised instruction of other members

Health club

You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please ask our staff before you use it.

You will be responsible for any damage that you cause through a wilful act or negligence.

As a courtesy to other members, please:

- use a clean towel when you use equipment, including exercise mats
- keep to the set time limits
- keep phone calls to an absolute minimum
- put equipment away after use

Aquatic areas

If your centre has any wet areas, such as a swimming pool, sauna, steam room or spa, you may use them. These areas you use at your own risk. You must follow all signs and never run, dive or jump. Please supervise children closely according to our Watch Around Water Policy

You can view our Watch Around Water Policy [here](#).

4.2 Children in the centre

Children under 10 years old:

- must be accompanied into the Centre by a responsible parent or guardian
- must be constantly and actively supervised

The parent or guardian must be positioned to have a clear view of the child with no physical or structural barriers between them and the child / children.

Children under 5 years old:

- must be accompanied into the Centre by a responsible parent or guardian
- must be constantly and **actively supervised during recreational play within arm's reach**

Children over 10 years old:

- parents must use their knowledge of the child's swimming ability and general development to determine the level of accompaniment required.

20 Seconds is all it takes to drown – Play It Safe By The Water

For security reasons, children can only wait in the centre if accompanied by an adult. This is in line with our Safeguarding Children and Young People (SCYP) policy and procedure which can be viewed [here](#).

4.3 Your belongings

Keeping your belongings safe

We provide lockers you can use while exercising but these are not security lockers. Please keep your membership card with you and do not bring valuables into the centre.

Unfortunately, thefts do happen. We cannot accept responsibility for any loss or damage to your belongings while you are at the centre, even if someone breaks into your locker. If you leave belongings in a locker overnight, we may remove them. We give lost property to charity each month, including unclaimed items from lockers.

Wearing suitable clothes

All members and guests must wear suitable clothes and enclosed sports shoes in any exercise areas, except for wet areas. We do not allow clothes with offensive images or inappropriate advertising.

Parking

You park in the centre's car park or on centre premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

4.4 Evacuation

There will be times that the centre will run mock evacuation drills, these drills are important for staff and patrons to practice in the event that there is a real evacuation required. Please follow the instruction of your Warden, who will be identified by a white or yellow hard hat.

Please make yourself familiar with the Centre map and the evacuation meeting areas.

Our map can be found in various places throughout the facility including:

- Change Rooms
- Health Club
- Crèche
- Pool Deck

5. Legalities

5.1 Responsibilities

Your responsibilities, including payment of membership fees, do not depend on how often you use a centre. Your contract is based on entitlement to use, not on actual use, so it is your responsibility to advise us if you wish to discontinue or suspend at any time.

You must advise us of anything that affects our ability to contact you or collect membership fees, including but not limited to:

- change of contact details
- change to account details provided for debiting

You promise to:

- ask questions if you are unsure of anything
- make sure that you know how to exercise safely
- not take valuables into the centre, even if you plan to put them in a locker
- advise us if you have been unwell or have had an injury
- follow the centre rules of entry

5.2 Privacy

Understanding our privacy policy

During your membership, we may have access to personal information about you, such as your current or past health issues and financial position of your membership. We will only use, disclose or deal with your information in line with our privacy policy, found online [here](#).

6. 24 Hour Access

6.1 Access at Oak Park Sports and Aquatic Centre Additional Terms and Conditions

Your membership (excluding Aquatic only memberships) gives you the right to access and use the facilities during unstaffed hours, as such, you must comply with the 24/7 Additional Terms and Conditions. Nothing in this document limits your other obligations, including the obligation to comply with all of our Terms and Conditions and the Membership Direct Debit Request Agreement.

Your physical condition

You must complete a health screen questionnaire before accessing our facilities during unstaffed hours. As a result of this we may require you to seek guidance and provide written authorisation from your general practitioner or an appropriate allied health professional that you are fit to use our facilities during unstaffed hours.

You promise that information you disclose to us will be true and accurate and not misleading in any way. You must not attend or use the facilities whilst you are suffering from any illness, disease, injury or other condition that could present a risk to the health or safety of other members or yourself.

Prior to using the facilities, you promise that you are in good physical condition and you do not know of any reason why you may not be able to exercise safely. If you feel unsure that you can make this promise, we ask that you do not use the facilities until we have completed your health and fitness profile.

Proper equipment use

You must attend a 24/7 orientation with one of our staff before you use the facilities during unstaffed hours. You promise to take care when using the facilities, which includes the appropriate and safe use of equipment.

Rules of good behaviour

We display rules that apply to everyone using the facilities in order to promote health and safety and the protection of property.

Refusal of Entry

We can refuse you entry to the facilities or cancel your membership immediately if you behave in a way that in our opinion is seriously risky or inappropriate, such as if you threaten or harass others, deliberately or recklessly damage equipment or facilities or if you use or distribute illegal or performance enhancing drugs.

You agree that we will refuse you entry to the facilities during unstaffed hours if your membership fees are outstanding.

In the instance that your membership card/wrist band is lost or stolen you must notify the Centre immediately to arrange a replacement. We replace one membership card/wrist band every 12 months for free. Replacement fee for RFID card/wrist band will be \$10.70 and barcode membership card will be \$4.30 if lost, misplaced or damaged.

Orientation

You acknowledge that in order for you to use the facilities during unstaffed hours, you will undertake our current orientation which will include the following items:

- how to access the facilities during unstaffed hours;
- the location of the automatic defibrillator, first aid kit, fire extinguishers, emergency exits and assembly area; and
- the location of the duress pendants and alarms
- prohibited areas
- that you are 18 years or over

Duress pendant or alarm

You agree to only activate the duress pendant or alarm in the event of an emergency, otherwise you will be liable for associated callout charges incurred by the security and emergency service providers.

We recommend wearing the private duress alarm lanyards when by yourself in the Centre.

Use of the facility and equipment

When using the facility during unstaffed hours, you:

- acknowledge that you enter and use the facilities at your own risk;
- register your attendance via the entry access to the facility;
- must bring a towel for each workout and wear appropriate fully enclosed footwear at all times;
- must ensure there is a spotter when using heavy weights or doing free weight exercises; and
- must not allow another person to use your membership access card/RFID/fob
- must not allow or enable another person/member to enter the facility or penalties may apply such as cancellation of 24/7 access or cancellation of membership.

Reporting obligations

If there is a health and/or safety concern about the equipment or any other concerns regarding the facilities during unstaffed hours, you must report your concerns to us.