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## 1. Starting Your Membership

### 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
Ongoing – 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 to Membership Name	Gym	Pool	Group Fitness	Virtual Group Fitness	Fitness Camps	Access Hours	Restricted Hours Option
Full Access	Yes	Yes	Yes	Yes*	No	As per centre opening hours	10am-5pm
Aquatic	No	Yes	Aquatic only	No	No	As per centre pool opening hours	
Active Movers	Yes	Yes	Selected	Yes*	No	8am-3pm Monday - Friday All day weekend	
Youth	Yes	Yes	Yes (some restrictions apply)	Yes*	No	As per centre opening hours	

\*Virtual group fitness not available at all sites

## 1.2 Eligible discounts

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

- student card
- pension card
- health care 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 equipment
- 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 where a parent or guardian must be in attendance prior to using health and fitness facilities.

You can view our Safeguarding Children and Young People Policy [here](#).

## 1.4 Your health

On the day you sign your agreement you will be required to complete a health screen questionnaire. 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. A calendar will be provided indicating your fortnightly dates. 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 or 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 (Decision Making Policy procedure).

## **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 Open Doors program. Information about Open Doors can be found [here](#).

## **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 at [www.kew.boroondaraleisure.com.au](http://www.kew.boroondaraleisure.com.au) .

### **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

If we suspend a centre's operations or services, temporarily or permanently, we may send you a written notice offering you either a:

- transfer to another centre, if available
- complimentary suspension

## **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 \$5 per week, which you pay by direct debit. Active Mover memberships have 12 weeks' free suspension. Youth Memberships have unlimited free suspension. 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.

## **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 call The YMCA Membership Service (YMS) on 1300 760 379 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 or RFID band 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. Your centre may also have internal access doors and gates; these do not record your visit but give you access to the area.



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 you \$5 for any further replacement cards.

### **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

You can see participating YMCA Victoria Centres [here](#).

Your membership provides you access to the four facilities that make up the Boroondara Leisure and Aquatic Facilities (BLAF):

- Ashburton Pool and Recreation Centre
- Boroondara Sports Complex
- Hawthorn Aquatic and Leisure Centre
- Kew Recreation Centre

## **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:

- Kew Recreation Centre (03) 9853 6177

If you'd like to speak to Frontline Coordinator, 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 [www.kew.boroondaraleisure.com.au](http://www.kew.boroondaraleisure.com.au). 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](mailto: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.

You can view our Customer Feedback Policy [here](#).

### 3. Ceasing your membership

#### 3.1 Cancelling your membership

This contract shall continue indefinitely until such time as the customer requests cancellation in writing to Kew Recreation Centre. There will be a period of 14 days paid notice unless otherwise specified by Kew Recreation Centre between the date of request and the date of actual termination during which any payments due must still be paid in full; this may be 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, 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

In wet areas, such as a swimming pool, sauna, steam room or monsoon shower, please take extra care. 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.

You can view our Safeguarding Children and Young People Policy [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 hard hat. Your child's teacher will ensure they are evacuated safely and reunited with you in the evacuation meeting area.

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

Our map can be found in the following locations:

- Reception
- Walkway ramp to Pool deck
- Near Door 6 on the far side of Pool deck
- Both male and female change rooms by the entrance
- Outside the cycle studio
- Far side of the gym by the adrenaline equipment
- Near the group fitness studio entrance.

## 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 will have access to personal information about you, such as about your health and financial situation. We will only use, disclose or deal with your information in line with our Privacy Policy. You can view our Privacy Policy [here](#).