
Mango Hill YMCA Class Terms

YMCA MANGO HILL GYMNASTICS ENROLMENT TERMS AND CONDITIONS

As a valued customer, we aim to offer you the highest quality and standards in service, safety and facilities while you are with us. All enrolment conditions have been established to ensure maximum enjoyment and usage of the Centre by all YMCA members. On acceptance of this agreement you will be referred to as a 'Member' and have the usage rights and obligations as detailed below.

1. ENROLMENT CONDITIONS

Enrolment commences on the date and time you complete your enrolment and booking via our online booking platform. The minimum period of enrolment is 12 active weeks (6 fortnightly payments). This is a perpetual (ongoing) agreement. A direct debit enrolment will continue each year until the member cancels (refer to right of cancellation).

2. LEGALLY BINDING AGREEMENT

I understand that this agreement is a legally binding contract regardless of if I/my child attends the classes. I acknowledge that increases in periodic payments may occur, members will be given a minimum of 14 days' written notice.

3. ONGOING PROGRAM

Our Gymnastics lessons are an ongoing program with progressive development, with classes held weekly. There will be a four (4) week break for the December and January school holidays. The necessary financial adjustments to your direct debit payment will be made during this break time. Direct debit payments will continue to be debited from your account until we receive notification of cancellation in accordance with section.

4. RIGHT OF CANCELLATION

Members may cancel an enrolment after the minimum period of 12 active weeks (6 fortnightly payments). You must provide fourteen (14) days' notice if you wish to cancel your enrolment. To cancel your enrolment, please e-mail mangohill.gymnastics@ymcabrisbane.org. A confirmation return email from us is required to finalise the cancellation. Any fees due within your fourteen (14) days' notice period will be charged as normal and any outstanding fees must be paid at the time of cancellation. Cancellations will be processed from the date of receipt of your request.

5. PRIVILEGE TO SUSPEND

Members have the privilege to suspend their enrolment by e-mailing mangohill.gymnastics@ymcabrisbane.org. Members are entitled to suspend their enrolment for a maximum of 2 unpaid weeks per 12 week block of payments (8 weeks per year). All suspensions must be actioned before the nominated time period. Suspensions will not be back dated.

6. MISSED SESSIONS

No refunds are given for missed sessions. Make-up lessons are only available in the event of a medical certificate and if an available place exists in another class that suits your child's class level. Where a makeup cannot be offered due to a medical reason, then a credit will be applied to the account. This will only occur if a medical certificate is provided for the missed session within 7 days of the missed class. It is the parent or gymnast's responsibility to supply the club with the medical certificate to arrange for a credit to be applied.

7. OUTSTANDING FEES

We will suspend your enrolment as soon as the bank has informed us that a payment has defaulted. We will notify you by SMS, phone and/or email when a payment has defaulted. You will be charged a fail payment fee of \$10.00 for each time a payment defaults. This is in addition to your outstanding fees. If you fail to contact us to bring your account up to date within seven (7) days of receiving notification, we may begin to take action to recover your outstanding fees. If your fees remain unpaid for longer than seven (7) days, we have the right to cancel your enrolment with your outstanding fees and the remaining balance owed.

8. PUBLIC HOLIDAYS

Classes do not run on public holidays and your account is not charged on these days.

9. CONDUCT WITHIN THE CENTRE

Management reserve the right to refuse entry, cancel a membership or request a member to leave the premises if the member does not behave in a responsible manner, is under the influence of drugs and/or alcohol or does not adhere to the conditions of entry.

10. GYMNASTICS AUSTRALIA REGISTRATION

It is a requirement of Gymnastics Australia that any Member participating in gymnastics classes be registered and have paid a fee prior to participation. This annual fee is sent directly to Gymnastics Australia and covers all participating Members. The registration and insurance

cover is for one calendar year, from January – December.

11.QUARTERLY EQUIPMENT LEVY

Four times per year a \$12 equipment levy fee per child will be deducted from your nominated account. These fees are used to maintain equipment as well as purchase new equipment and resources for our program. These fees will either be added to one of the normal fortnightly debiting periods or appear as an additional debit during an off scheduled payment period. Quarterly equipment levies will be debited in January / April / July / October each year.

12.WARNING OF POTENTIAL HARM

Whilst all reasonable care and skill may be taken by the YMCA to ensure safe equipment, facilities and provision of service, I understand that participation in gymnastics activities involves inherent dangers and a risk of personal injury or ill-health. Activities involving height or motion, including gymnastics, tumbling, cheerleading, trampolining, foam pits, acrobatics, sprung floors, bars, balance beams, vaulting equipment or dance elements involve a risk of participants slipping, falling, impacting against equipment, ground or other people, and suffering personal injury, including the possibility of serious injuries, permanent disability or death. All participants who engage in such recreational activities do so at their own risk.

13.PARTICIPATION

I acknowledge and agree that I am freely and voluntarily agreeing for my child(ren) to participate in gymnastics at the YMCA with a full appreciation of the risks involved in the activity and the injury or illness my child(ren) may suffer, and agree to take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of my / my child's participation, unless in the presence of negligence by YMCA employees, volunteers or agents.

14.INDEMNITY AND WAIVER OF LIABILITY

In consideration of the known risks and potential for serious injury, to the extent permitted by law, I, and on behalf of any legal or personal representatives or executors hereafter, agree to indemnify and hold harmless the YMCA, its employees, volunteers, contractors, officers and agents against any and all claims, demands, losses, liabilities and other costs brought against the YMCA, including those brought by a third party, in relation to any physical or psychological injury or illness (including any adverse change of any injury, medical condition or state of health, whether permanent or temporary) resulting from the participation in gymnastics, including the use of YMCA facilities and equipment. Liability under this indemnity is diminished proportionately to the extent that the YMCA, its employees, volunteers, contractors, officers and agents cause or contribute to any negligence causing the liability, claims, damage, loss, costs or expenses to you.

15.PICK UP/DROP OFF

Your children remain your responsibility outside of their class times (excluding KinderGym parent participation classes). YMCA is not responsible for supervising children outside of their class times. Please ensure you do not leave the Centre before your child's class commences, and ensure you return on time to collect your child upon conclusion of their class.

16.MEDICAL ASSISTANCE

By joining YMCA you authorise YMCA Staff to obtain for your child any necessary medical attention, including ambulance assistance in case of an emergency, and agree to pay all costs incurred.

17.CORRECT APPAREL

Students are to wear suitable sports clothes to gymnastics. Preferably – GIRLS: leotard or t-shirt & leggings/shorts; BOYS: t-shirt & shorts. Long hair must be tied back (with no large hair accessories) and all jewelry must be removed. For safety reasons, students should not wear clothing with denim, buttons, belts or zips.

18.SIBLINGS

Siblings not attending a class must be supervised at all times by a parent/carer and are not permitted onto the gymnastics floor.

19.ACCESS TO FACILITIES

Students and families are not permitted to access the gymnastics facilities before or after class for "free play". These facilities are only permitted for use during classes under the direction of YMCA Staff.

20.PRIVACY POLICY

The information we collect by your completion of this document is for the purpose of properly providing our services to you/your child. The information will remain confidential and will be used strictly in accordance with our privacy policy.

21.PHOTOGRAPHY AND ELECTRONIC DEVICES

For privacy reasons taking photos and video of classes is not permitted without prior approval from the Centre Manager. Should you wish to take a photo of your child please speak directly with our Centre Manager.

22.SAFEGUARDING CHILDREN AND YOUNG PEOPLEINDEMNITY AND WAIVER OF LIABILITY

The YMCA has a range of policies and procedures to keep children and young people safe. Details of these policies are available at: www.ymcabrisbane.org along with information on YMCA's obligation to report child safety concerns and how you can report child safety concerns.

23.COVID STATEMENT

The YMCA works under the guidelines of a government approved COVID safe plan. To ensure the safety and hygiene of members and staff we ask that everyone play their part to understand and adhere to all policies, procedures and requirements when entering our facilities.

Credit Card Terms & Conditions

Direct Debit Authority and Terms and Conditions

YMCA Mango Hill Gymnastics

25 Halphine Drive, Mango Hill 4509

ABN: 61 028 995 366

DIRECT DEBIT AUTHORISATION

Customer Details – Those entered as the Responsible Person via the online portal by the customer
Payment Details – All those detailed at the time of booking – Registration / Equipment Levy / Fortnightly recurring class fee/s

Payment Details |For the total amount billed for the specified period for this and any other subsequent agreements or amendments including associated fee/charges as per terms and conditions and time of booking

I/We authorize DebitSuccess Pty Ltd, ACN 095 551 581, APCA User ID Number 184534 to debit my/our account at the Financial Institution identified here through the Bulk Electronic Clearing System (BECS). This authorization is to remain in force in accordance with the above terms and conditions and I/We have read and agree to be bound by these said terms and conditions.

LEGAL STATEMENT

After the agreed number of payments (6) have been made, this Contract will become an ongoing membership contract. You agree that this authorisation will remain in force in accordance with the provisions of both the Debitsuccess Contract – Terms and Conditions and any separate contract/terms and conditions issued by the Facility, and that you have read and understood the same.

SIGNATURE

By ticking Accept, this Authorisation is to remain in force in accordance with the Terms and Conditions on this Direct Debit Request, the provided DDR Service Agreement, and I/we have read and understand the same.
Terms and Conditions

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation.

INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of the "YMCA of Brisbane" as indicated on DDR Authorisation Form (herein referred to as the Business). I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

RELATIONSHIP

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

CLEARED FUNDS

I/We acknowledge that is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business.

I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to the Business. I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

CANCELLING THESE DEBIT TERMS

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

DISHONoured PAYMENTS

I/We acknowledge that: -if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and-Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

DISPUTES

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

OTHER AUTHORISATIONS

I/We authorise: The Debit User to verify details of my/our account with my/our Financial Institution; andThe Financial Institution to release information allowing the Debit User to verify my/our account details.

INFORMATION SECURITY

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. Debitsuccess will only disclose information that we have about you: to the extent specifically required by law; or for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact:

DebitSuccess Pty Ltd.

PO Box 577, Mt Waverley, Vic, 3149

Phone: 1800 148 848

E-mail: customerservice@debitsuccess.com