

## YMCA MANGO HILL GYMNASTICS ENROLMENT TERMS AND CONDITIONS 2022

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). If the Centre is closed due to a matter out of YMCA's control (i.e. Government Covid Lockdown), these week/s will not be counted in your minimum 12 weeks due to no fees being payable.

### 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

a. 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.

b. Direct debit payments will continue to be debited from your account until we receive notification of cancellation in accordance with section 4.

### 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](mailto: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 or once your outstanding account is finalised.

### 5. PRIVILEGE TO SUSPEND:

Members have the privilege to suspend their enrolment by e-mailing [mangohill.gymnastics@ymcabrisbane.org](mailto: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. Two (2) Make-up lessons are available each term, the Centre must be notified at least one hour prior to their class that they are unable to attend their scheduled class. A makeup class must be redeemed in the term that the scheduled class was missed and the Centre notified. If the makeup class is not scheduled during that term the make up class is forgone. Where a makeup cannot be offered due to class availability no credit will be offered. Make up reschedules can only be used for the class they are enrolled in, they cannot be used for other classes on the Timetable, Casual Classes or Centre Events. If your child's missing classes due to medical reasons, the Centre needs to be notified prior to their scheduled class. If the medical reason will impact their Gymnastics classes for up to 6 weeks a medical certificate is required, once the medical certificate is received we are able to hold their place in their current class and suspend their payments for a maximum of 6 weeks. Classes cannot be backdated prior to the date the Centre was notified. If your child/ren is able to return before the date on the Medical Certificate a Medical Clearance will be required before they can continue with their classes. Medical Certificates will only apply for a suspension of up to 6 weeks maximum. After this date the booking will be cancelled.

### 7. Outstanding fees

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.

We will suspend your enrolment as soon as the bank has informed us that your 2<sup>nd</sup> Fortnightly payment in a row has defaulted. We will notify you by SMS, phone and/or email when a payment has defaulted.

If you fail to contact us to bring your account up to date within 14 days of receiving notification, your outstanding balance will be sent to debt collection which will incur a 20% default fee along with 2 weeks cancellation notice on top of the total amount outstanding.

If your fees remain unpaid for longer than 14 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. EQUIPMENT LEVY**

Your account will be debited \$1.50 per week for "Equipment Levy Fees". These fees are used to maintain equipment as well as purchase new equipment and resources for our program. These fees will be debited at \$3 per fortnight along with your normal fortnightly amount commencing from the 7/7/22.

## **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. Monday – Friday our 3.30pm – 4.30pm class and Saturday morning 10.45am – 11.45am be escorted to the Ground Floor by YMCA Staff for parents to pick up.

## **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 PEOPLE INDEMNITY 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](http://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.