

YMCA SOUTH AUSTRALIA

2/29 Young St, Adelaide SA 5000 | P: 08 8200 2500 | E: contact@ymcasa.org.au | sa.ymca.org.au

YMCA SA Membership Terms & Conditions

These terms apply to both Periodic and Fixed Term memberships. Where rules differ for your membership type, both options are shown clearly with shaded backgrounds:

PERIODIC MEMBERSHIP - rules shown with light grey background

FIXED TERM MEMBERSHIP - rules shown with darker grey background

1. INTRODUCTION

This document outlines the rights and responsibilities that you have with regard to the authority of YMCA South Australia to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms of this agreement, the Membership Form and the DDR Service Agreement, and the rights and responsibilities that YMCA South Australia has in regard to provision of its services to you.

If you have queries regarding this agreement, the DDR Service Agreement or Membership Form you should contact the YMCA South Australia location in which the membership was purchased ('**Home Location**' or '**Centre**').

2. PARTIES TO CONTRACT

'**YMCA South Australia**' (also referred to as 'YMCA SA' in these terms) is Young Men's Christian Association of South Australia Incorporated ABN 41 241 860 884, 2/29 Young St, Adelaide SA 5000.

The '**Customer**' is you. All communication relating to this agreement is to be sent directly to your Home Location.

3. SUPPLY PERIOD

The '**Supply Period**' is the period for which you are eligible to receive services from YMCA SA.

PERIODIC MEMBERSHIP: 14 consecutive days from the date of the most recent successful automated debit payment.

FIXED TERM MEMBERSHIP: The length of the term stated in your Membership Form.

4. MEMBERSHIP TERM

PERIODIC MEMBERSHIP: This agreement will continue and fees will be charged until the Customer or YMCA SA ceases this agreement in accordance with its terms.

FIXED TERM MEMBERSHIP: This membership ends on the end date stated in your Membership Form (as adjusted for any approved suspension).

5. PAYMENTS

By authorising direct debit via the Client Portal or Membership Form, you authorise YMCA SA to debit your nominated account for the amount and frequency of payments in advance as indicated in the

Membership Form signed and accepted by you, or any later amendment to the amount and frequency of payment that is accepted by you.

If the nominated day of your debit falls on a public holiday or weekend, YMCA SA will debit your account on the next business day.

It is your responsibility to have clear funds in your account on the due date of the direct debit. By signing this agreement you are agreeing to pay the instalment amount at the agreed payment frequency until this Contract is terminated per the terms of this agreement.

Should there be any arrears in payments, YMCA SA will be authorised to debit the outstanding balance in order to bring your account up to date.

It is your responsibility to advise us if the account nominated by you to receive direct debit drawings is transferred or closed, and to arrange with us a suitable alternate payment method if you wish to cancel YMCA SA direct debit drawing.

6. MATES RATES MEMBERSHIP

Mates Rates is a discount available on All Access memberships when two or more members are linked in the YMCA system and meet the following eligibility requirements: 1) All linked members must have active All Access contracts and 2) all linked members must be on the same payment terms (direct debit or upfront term).

When purchasing a new All Access membership with the Mates Rates discount, or adding the Mates Rates discount to an existing All Access membership, you must provide us with a 'mate' who has an active contract that we can link your account to. You must submit your mate's details and specify your connection type (Friend or Spouse) by replying to the Member Welcome Email AND CC'ing the mate on the email within one (1) business day of contract activation. Failure to provide your mate's details and connection type within this timeframe will result in automatic removal of the discount and your membership will be upgraded to the standard All Access rate.

There are two Mates Rates connection types available, Friend or Spouse. With a Friend connection, each account remains independent within Client Portal. Each member requires their own payment source. With a Spouse connection all connected accounts are visible and editable within Client Portal. Connected 'spouse' accounts can share the same payment source and can access and edit each other's contracts and account information. The spouse connection is not restricted to those in a spouse/common-law relationship.

To maintain Mates Rates pricing, linked members must have active All Access contracts. If your linked mate cancels or downgrades their membership, you must provide details of a new eligible mate within one (1) week of request from the Centre. Failure to provide valid mate details within this timeframe will result in your membership automatically upgrading to the standard All Access rate.

The Mates Rates discount can be reapplied at any time once valid connection details are submitted and eligibility requirements are met. If a linked member who is the payer of other memberships cancels their own membership, payments for the other memberships will continue from the original account until the Centre receives new account details or separate cancellation requests for the other members. Only one discount type may be applied to a membership at any time. If you are eligible for multiple

discounts (including Mates Rates, Concession, or Corporate), you may select which discount to apply, but discounts cannot be combined.

7. CONCESSION MEMBERSHIP

We accept the following concession cards: full-time students, Pensioner Concession Card, Health Care Card, Commonwealth Seniors Health Card, and DVA Health Card. Concession cards must be recognised by the South Australian Government. Senior Cards are not accepted. Proof of concession card must be presented at sign-up, or at your first visit for online memberships.

To maintain concession pricing, you must provide valid evidence of your concession status within one (1) week of request from the Centre. Failure to provide evidence of a valid concession entitlement within this timeframe will result in your membership automatically upgrading to the standard non-discounted All Access rate.

Your membership will automatically revert to the non-discounted price upon expiry of a concession card. Concession discounts cannot be combined with other discount types. If you are eligible for multiple discounts, you may select which single discount to apply to your membership.

8. SUSPENSION (FREEZE)

You may submit a suspension request through the Client Portal (ysa.perfectgym.com) or the YMCA SA app. If you request a suspension in person, you must complete a written form and provide at least 3 days' notice (email notice of suspension is not accepted).

All medical suspensions are free of charge when you provide a valid medical certificate that covers the full dates requested.

Suspensions (including medical suspensions) cannot be backdated. You must request suspension BEFORE the period you wish to miss. Medical suspensions start on the day you submit the request with a valid medical certificate, not from the date of the medical issue. In exceptional circumstances where a medical condition prevented you from submitting a suspension request in a timely manner, backdating may be considered at the Centre's sole discretion on a case-by-case basis with supporting medical documentation.

PERIODIC MEMBERSHIP	FIXED TERM MEMBERSHIP
Minimum: 14 days	Minimum: 14 days
Maximum: 182 days in any rolling 12-month period	Maximum: 28 days in any rolling 12-month period
Free suspension: First 28 days	Free suspension: Up to 28 days (extends contract end date)
Paid suspension: \$5 per week after free period used (up to 26 additional weeks)	Paid suspension: Not available
Medical suspension: Always free with valid certificate (any length)	Medical suspension: Always free with valid certificate (any length, extends contract end date)

If you do not attend the Centre or use the facilities for any period without arranging a suspension in advance, you are not entitled to any refund, credit, or reimbursement of fees and the Centre is not liable for any such claim.

9. CANCELLATION

PERIODIC MEMBERSHIP:

The Centre requires 14 days' written notice of cancellation, during which time you have continued access to the facilities. Cancellation can be completed online via the Client Portal (ysa.perfectgym.com) or YMCA SA app, or via a cancellation form submitted in person (cancellation is never accepted verbally).

We do not backdate cancellations. You are responsible for keeping evidence of your cancellation request (for example, a copy of the submitted paper form or an online confirmation). If you submit a cancellation request online and do not receive a confirmation, you must contact the Centre to confirm we received and processed it.

Your membership (and fee obligations) continue until we receive and process a cancellation request in accordance with this clause, regardless of whether you attend or use the facilities.

After you submit cancellation, one more direct debit will be processed (debits occur fortnightly). This final debit will be pro rated to cover only the days in the next debit cycle needed to reach your full 14-day notice period.

Example: If you cancel on Day 3 after your last debit, you have 11 days remaining in that debit cycle. Your 14-day notice period uses these 11 days plus 3 additional days. Your final debit will be calculated for 3 days only, not the full 14-day period.

Upon cancellation, YMCA SA reserves the right to pursue any outstanding fees due and payable by you, and this right survives termination of this agreement.

Any credit on your account is non-refundable but can be used for YMCA SA programs or services. You can contact your financial institution to confirm the termination of further direct debits after any final payments are successfully paid.

If you do not attend the Centre or use the facilities for any period without arranging a cancellation in accordance with this clause, you are not entitled to any refund, credit, or reimbursement of fees and the Centre is not liable for any such claim.

FIXED TERM MEMBERSHIP:

This membership ends on the end date stated in your Membership Form (as adjusted for any approved suspension). **No early cancellation. No refunds except as required by law.**

CANCELLATION BY YMCA SA:

We reserve the right to cancel your membership if two or more direct debit payments are returned unpaid by your nominated financial institution and you fail to arrange an alternate payment method or payment plan with us within 7 days of our request. We may also cancel your membership for breach of membership conditions or Centre rules.

If we cancel your membership under this clause, you will not have to pay fees for periods after the cancellation date. However, you remain responsible for all unpaid amounts incurred before the cancellation date, including all failed direct debits, dishonour fees, and any other outstanding charges.

10. DISHONOURED PAYMENTS

If a direct debit payment is declined, rejected, reversed or otherwise not successfully processed for any reason, the Centre will attempt to contact you by SMS and/or email using the contact details you have provided.

A dishonour fee of \$10 will be charged to your account for each failed direct debit payment. This fee will be automatically applied and added to your next direct debit.

You are responsible for ensuring your bank account has sufficient cleared funds available on and in advance of the scheduled debit date, and that your payment details and contact details (including mobile number and email address) are correct and kept up to date.

Failure to receive a notification does not remove your obligation to pay fees due under this agreement.

Outstanding payments including dishonour fees may be paid at any time through the Client Portal (ysa.perfectgym.com or YMCA SA app) by navigating to My Account and selecting Payments, or by contacting your Home Location directly.

11. ADDITIONAL RESPONSIBILITIES

You are responsible for ensuring that your nominated bank account or credit card are correct and able to accept direct debits. Direct debit rejections for any reason, including expired credit cards, will result in a dishonour fee of \$10 being applied for each failed payment to cover the cost incurred by us as a result of the direct debit rejection and action to recover the payment. These additional fees will be automatically added to your next direct debit.

Changes to your account or direct debit details are to be provided a minimum of 3 days prior to the next direct debit online in Client Portal (ysa.perfectgym.com) or in-person via an Amendment Form.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution where the account is based. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.

12. INCREASE IN FEES AND CHANGE OF TERMS

YMCA SA may at any time upon sending written notice to your last known contact details at least 30 days' prior, increase the membership fees payable or vary the frequency of direct debit payments. We review and update membership fees annually.

You may cancel your membership upon receipt of such notice by providing notice to YMCA SA prior to the date of the variation occurring if you do not wish to pay the varied membership fees.

YMCA SA may update or vary these Terms and Conditions from time to time. The current version of the Terms and Conditions is always available at sa.ymca.org.au/terms.

For substantial or material changes to these terms, we will provide you with written notice. Minor administrative changes or updates may be made without individual notice to members.

By continuing your membership after changes take effect, you agree to be bound by the updated terms.

13. DISPUTES

All disputes regarding a direct debit payment should be referred to your Home Location (contact details available at <https://www.sa.ymca.org.au/find-your-y>), or YMCA SA at 08 8200 2500 or email contact@ymcasa.org.au or via your nominated financial institution.

14. ENTITLEMENT

Provision of services provided by the Centre may change and for the purposes of this agreement are based on 'entitlement' to use and not on actual use.

By signing this agreement you agree to be bound by the rules and conditions of the Centre including the terms of this agreement and the Conditions of Entry available at sa.ymca.org.au/terms. You agree to conduct yourself in a safe, appropriate and respectful manner at all times while at YMCA SA facilities.

The management at YMCA SA reserve the right to refuse entry, request any person to leave, or cancel the rights of any member not complying with the conditions of membership, rules of the Centre, or Conditions of Entry at any time. Inappropriate, disruptive, unsafe or threatening behaviour toward staff, members or other patrons may result in suspension or termination of your membership.

15. PROVISION OF SERVICE

Change of ownership or the name of the Centre does not absolve you of your responsibilities under the terms of this agreement.

In the event that YMCA SA intends to change its location, we will provide you with 30 days' notice of such change occurring, and you will be entitled to terminate this agreement from the date of the change of location occurring without penalty or any additional fees or amounts payable by providing notice to YMCA SA prior to the date of the change occurring.

16. CREDIT/DEBT REPORTING AGENCIES

YMCA SA will be authorised to notify any debt collection/credit-reporting agency upon default by you in regard to any obligation under this agreement.

Should this occur, then at the Centre's sole discretion, it may terminate this agreement, at which time the full outstanding balance for the remainder of the minimum term or outstanding payments including any current arrears shall be due immediately in full.

In addition, the Centre is authorised to add further amounts to the outstanding debt to account for any expense reasonably incurred by them in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred.

17. CONSUMER'S RIGHT TO TERMINATE

At your sole discretion, you may terminate this agreement upon any default of YMCA SA in regard to any obligation under this agreement that is notified in writing to YMCA SA and not rectified within 10 Business Days.

In the event that you terminate this agreement under this clause, you are only obliged to pay such fees and charges as relate to services actually provided to you by YMCA SA before the date of termination.

18. ENTIRE AGREEMENT

The terms of this agreement, DDR Service Agreement, Membership Form and any other documents referred to in this agreement constitute the entire agreement, understanding and arrangement (express and implied) between you and YMCA SA relating to the subject matter of this agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

19. PRIVACY

YMCA SA acknowledges and respects the privacy of individuals. The information that is being collected in the Membership Form is for the purposes of processing your membership or enrolment and financial institution payments if applicable.

YMCA SA, 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 YMCA SA. Upon completing and executing the Membership Form, you agree to receive communications from YMCA SA from time to time to update you on items relating to your membership.

YMCA SA uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone (as permitted by you). If you do not wish to provide details of at least one communication method to YMCA SA, YMCA SA will be unable to provide its services to you.

You have the right to access and alter personal information protecting yourself in accordance with the Privacy Act 1988 (Cth) or by request from contact@ymcasa.org.au.

20. LIABILITY

To the extent permitted by law, YMCA SA and 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, except to the extent that any injury, loss or damage is directly caused by YMCA SA or the Centre's negligence or willful misconduct.

DDR SERVICE AGREEMENT: The DDR (Direct Debit Request) Service Agreement is a separate document provided by our payment processor, Payrix, that must be read in conjunction with these Membership Terms & Conditions. The DDR Service Agreement is available as a separate download at sa.ymca.org.au/terms or will be provided to you with these terms at the time of signing.