

YMCA Aquatic and Events Services Ltd Client Service Agreement

1. INTRODUCTION

1.1 These terms and conditions govern the membership service agreement under which you agree to become a member of Adelaide Aquatic Centre managed by YMCA Aquatic and Event Services Ltd referred to throughout this document as YAESL. ABN 161 480 92148

1.2 Upon agreeing to these Terms and Conditions, you are entering into a legally binding Agreement. This Agreement is made up of these Terms and Conditions, and any other document referred to in this form **(Contract)**.

1.3 These Terms and Conditions set out your right to use our exercise facilities and services, and the obligations you have to comply with as a member.

1.4 Your responsibilities under this agreement, including payment of membership fees, do not depend on how often you use the facilities and services, rather they provide you with an entitlement to use the facilities.

1.5 You promise to tell us if at any time you believe that you may not be able to comply with your obligations under this agreement, including payment of fees, so we can discuss your options with you.

2. PARTIES TO CONTRACT

2.1 South Australia Government under the Office for Recreation, Sport and Racing is the owner of the facility. YAESL holds the management's rights to the Centre. The "Centre" means the facility providing the service for which the Customer is paying, in this instance; Adelaide Aquatic Centre, Jeffcott St, North Adelaide SA 5006.

2.2 The "Customer" means you: the person or party signing this Contract.

2.3 All communication relating to this contract is to be sent directly to the Centre.

3. PAYMENTS

3.1 By authorising the Direct Debit Authority via the client portal, you authorise YAESL to debit your nominated account for the agreed amount and frequency of payments in advance, as specified in the Contract Acknowledgement authorisation. Any subsequent amendments to the amount or frequency of payments must be accepted by you.

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

3.3 If you are uncertain as to when the debit will be processed, please inquire with your Financial Institution. It is your responsibility to have clear funds in your account on the due date of the direct debit.

3.4 By signing this Contract, you are agreeing to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 6 Cancellations below.

3.5 Should there be any arrears in payments YAESL will provide you with written notice of the arrears and will be authorised to debit the outstanding balance in accordance with such notice in order to bring your account up to date.

3.6 It is your responsibility to advise us if the account nominated by you to receive the Direct Debit drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the YMCA Aquatic and Event Services LTD Direct Debit drawing.

3.7 The supply period is for 14 consecutive days from the date of the most recent automated debit payment.

4. Discounts

Customers on completing their membership enrolment may be able to subsequently apply a discount to their membership fortnightly fee if they meet any of the following criteria by speaking with our staff and providing the valid information.

4.1 Family Discount -Eligibility for family discount is defined as having two or more members as listed on a Medicare card, with at least one member being an adult holding a non-program membership; all payments are to be debited from one bank/credit account.

4.2 Concession - Concession discount is available for memberships, excluding programs memberships upon presentation of an appropriate concession card or full-time student card. Full details of accepted concession cards can be obtained from the Centre. Holders of concession memberships are required to present current evidence of concession status within 2 weeks if requested. Concession cards must be recognised by the Government of South Australia's department of Human Services.

4.3 Corporate Discounts – May be available to customers who are employees or members of eligible companies or organisations who meet specific criteria. Please ask centre for further information.

4.4 Non-Compliance - Failure to provide updated concession information or to meet the minimum family membership requirements will result in the membership automatically reverting to the appropriate non-discounted price. In the case that a family 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 is provided with new account details.

Corporate group discounts will cease when you are no longer an employee or member associated with the group or the group ceases to meet discount eligibility.

4.5 Single Discount – Customers will be eligible for one discount only. Customers who may qualify for more than one discount type can select one discount option to apply to their membership.

5. Suspension Of memberships

5.1 SUSPENSION OF MEMBERSHIPS (excluding Program Memberships) Memberships may be suspended (deferred) for a minimum of two weeks and a maximum of 26 weeks at a time. The first 4 weeks of suspension per calendar year are free after which suspension fees will be charged at \$5 per week.

5.2 All medical suspensions are free of charge upon presentation of a valid medical certificate that covers all requested dates of suspension. Medical suspensions can only be backdated for one month.

5.3 All paid suspensions (not medical or free) can be self-managed via your online customer portal [Customer Portal](#) , by accessing My Account and selecting Contract details and suspensions.

5.4 To claim your 4-week free suspension period on line please note these must be completed in two 14-day requests. Suspensions other than this must be completed in Centre.

5.5 SUSPENSION OF MINIMUM TERM MEMBERSHIPS Minimum term memberships can be suspended as per clause 5.1 however the suspension time will extend the minimum term accordingly.

6. CANCELLATION:

6.1 The Customer may cancel this Contract by a written request to the centre or by visiting the centre and receiving an email confirmation of the requested cancellation. It is the customers responsibility to ensure they have receipt of this confirmation.

6.2 Flexi Memberships/No Commitment Period.

This Contract shall continue indefinitely until such time as the Customer requests cancellation in writing or by visiting Adelaide Aquatic Centre and requesting cancellation. There will be a paid notice period of 14 days unless otherwise specified by Adelaide Aquatic 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 fortnightly debit fee. Customer will receive an email to confirm the cancellation of their membership.

6.3. Minimum Term /Ongoing – Commit and Save

Minimum term memberships (Commit and Save) have a payment commitment period which must be met. 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 which have continued beyond the commitment period can request cancellation as per clause 6.2 by providing 14 days' notice in writing.

7. DISHONORED PAYMENTS

7.1 Should your payment be dishonoured; YAESL will attempt to contact you via email or text message. This notice will inform you that a **\$15 administration fee may be applied** to your next payment, reflecting the administrative costs associated with processing failed transactions. If we do not receive alternative instructions from you, YAESL may debit both the missed payment and the administration fee on the date of your next scheduled debit.

7.2 In the event of payments being dishonoured on two consecutive occasions YAESL reserves the right to suspend or terminate your Contract.

7.3 YAESL may additionally charge any other fees incurred by us in the recovery of outstanding payments, including fees associated with third party collection services if required.

7.4 Any outstanding payments may be made via your Customer Account via the Online Customer Portal [Customer Portal](#) and navigating to My Accounts and Payments.

8. ADDITIONAL RESPONSIBILITIES

8.1 You should check:

- (a) that your nominated bank account or credit card is able to accept direct debits.
- (b) that account details provided are correct

8.2 If details are incorrect or expired it is your responsibility to provide Adelaide Aquatic Centre with a new bank account or credit card number.

8.3 Any updates required to your payment details (bank or credit card account) may be made via your Customer Account via the Online Customer Portal [Customer Portal](#) and navigating to My Accounts and Payment settings.

9. INCREASE IN FEES AND CHANGE OF TERMS

9.1 Adelaide Aquatic Centre may at any time upon sending written notice by mail, email or a Centre newsletter to your last known address and giving 30 days' notice, increase the instalment amount, change frequency and debit date schedule.

9.2 If you have any queries in relation to any proposed changes please contact your Centre.

10. DISPUTES

10.1 All disputes regarding a direct debit payment should be referred to Adelaide Aquatic Centre in person, or mailed to Adelaide Aquatic Centre Jeffcott Rd Nth Adelaide or (where relevant) your nominated Financial Institution.

11. ENTITLEMENT

11.1 Provision of services provided by the Centre may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. By signing this agreement, you are agreeing to be bound by the rules and conditions of the Centre. The Management at Adelaide Aquatic Centre reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the Centre at any time.

11.2 During major events members will not have access to the aquatic areas and parking for all members will be limited. The YMCA Aquatic and Events Services Ltd will notify members via signage in the Centre and on the centre website of upcoming major events.

11.3 As a member of the Adelaide Aquatic Centre you are entitled to book into classes within the Group Fitness Timetable applicable to your centre and membership entitlement. To ensure access for all members please ensure if you cannot attend you cancel your booking at least 2 hours prior to the start time; failure to do so will incur a late cancellation fee of \$10 which will be included in the next direct debit or can be paid in centre or online via your [Customer Portal](#) . Failure to attend without cancellation will incur a No-Show Fee of \$15.00 which will also be captured in your next direct debit.

11.4 Membership access and entitlement is based on the level of membership you have purchased, please refer to the website for full detail of your access entitlements and or restrictions.

Off Peak membership access:

Monday to Friday 10.00am to 3.00pm and 7.30pm to close

Weekends and Public Holidays after 12.00pm

12. PRIVACY

12.1 The YMCA Aquatic and Events Services Ltd acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purposes of processing your membership or enrolment and financial institution payments if applicable. The YMCA Aquatic and Events Services Ltd, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, maybe recipients of this information.

12.2 By joining or enrolling in a program at the Adelaide Aquatic Centre you have also become a member of the YMCA Aquatic and Events Services Ltd. You will receive communications from the YMCA Aquatic and Events Services Ltd from time to time to update you on items relating to your membership. The YMCA Aquatic and Events Services Ltd uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone. If you do not wish to have your information contained in this document used or disclosed for this purpose the YMCA Aquatic and Events Services Ltd will be unable to process your membership or enrolment.

12.3 You have the right to access and alter personal information protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001). Full details of the YMCA Aquatic and Events Services Ltd Privacy Policy can be obtained on request at the Centre or on line at <https://adelaideaquaticcentre.com.au/>

13. CUSTOMER CONDUCT

13.1 Inappropriate behaviour - physical, verbal or otherwise - by customers towards any employee, contractor, member or patron may result in cancellation of membership and/or removal from the Centre.

13.2 You must not permit any other person to enter the venue with you without them paying or scanning in to use the facilities whether a member or not. Tailgating or encouraging the action may result in a fee of \$35.00 or suspension of membership.

13.3 Adelaide Aquatic Centre reserves the right to refuse entry to any person, request any person to leave and or cancel any membership where they are acting in an inappropriate or unsafe way, in accordance with these terms and conditions.

13.4 Items that in the reasonable opinion of a YAESL employee that could cause harm or public nuisance are not permitted within the facility. Full Terms and Conditions available via website <https://adelaideaquaticcentre.com.au/>