



# FAMILY MEMBERSHIP AGREEMENT

## RESPONSIBLE PERSON (Member and Account Holder and referred to as 'You' in this Agreement):

LINKS ID: \_\_\_\_\_ Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
(Office Use Only)  
 Gender: \_\_\_\_\_ O.O.B: \_\_\_\_\_ Address: \_\_\_\_\_  
 Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### Family Members:

2nd Adult Full Name: \_\_\_\_\_ O.O.B: \_\_/\_\_/\_\_\_\_  
 1st Child Full Name: \_\_\_\_\_ O.O.B: \_\_/\_\_/\_\_\_\_  
 2nd Child Full Name: \_\_\_\_\_ O.O.B: \_\_/\_\_/\_\_\_\_

### How did you hear about the Y?

Family/Friend  Newspaper  Website  Location  Flyer  Social Media  Other: \_\_\_\_\_

### Emergency Contact Details:

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_ Mobile: \_\_\_\_\_

### Medical Check: (Includes All Family Members)

Do you have pains in your heart or chest? Yes/ No Name(s): \_\_\_\_\_  
 Do you often feel faint or have spells of severe dizziness? Yes/ No Name(s): \_\_\_\_\_  
 Has your doctor ever said that your blood pressure is too high or low? Yes/ No Name(s): \_\_\_\_\_  
 Do you have any other medical conditions that could affect you during exercise? Yes / No Name(s): \_\_\_\_\_

If YES', please give details: \_\_\_\_\_  
 \*If you have ticked YES to any of the above conditions, the Y NSW recommends providing a medical certificate prior to participation in our programs.

### MEMBERSHIP AGREEMENT:

I have read and understood the Terms and Conditions of this membership. I acknowledge that the information given on this form is true and correct. I understand that my debits will continue after the minimum period until I provide notice of cancellation as outlined in the Terms and Conditions. By signing this Membership Agreement, I authorise the Y NSW's Financial Institution to make periodic debits on behalf of the Y NSW of the amount payable, and to debit any applicable transaction charges and/or dishonor fees in accordance with the DDR Service Agreement. Fees are paid fortnightly, two weeks in advance on an ongoing basis for a minimum period of \_\_\_\_\_ weeks from the membership commencement date.

### THE Y NSW - PHOTO AND VIDEO CONSENT AND USE

I give permission for myself/ my child/ren listed in the above membership to be photographed and/or videoed while participating in the Y NSW activities. I consent to these photos / videos being used by the Y NSW for internal communication and promotion, and external Publicity and Marketing.

### THEY NSW - WAIVER

I acknowledge that while I, and/or my dependents are on the Centre or Y NSW premises, or engaged in the Centre or Y NSW activities; I will not hold the Y NSW liable for any injury or loss I and/or my dependents suffer. I also accept the risk of injury and/or loss inherent to being on the Centre or Y NSW premises and/or engaging in the activities I and/or my dependents are undertaking.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use

Membership Type: \_\_\_\_\_ Staff Name: \_\_\_\_\_ Member ID: \_\_\_\_\_

Joining Fee: \_\_\_\_\_ +Pro Rata: \_\_\_\_\_ = \$ \_\_\_\_\_

New Renewal  Ex-Member  Corporate  Transfer

# THE Y NSW FAMILY MEMBERSHIP AGREEMENT

## TERMS AND CONDITIONS

Our Y NSW Family Membership Terms and Conditions have been established to ensure maximum enjoyment of the Centre by all our customers and visitors. They are outlined below:

### 1. Definitions

'Member' - A person who has signed up to be a Member of the Centre. In the case of this Family Membership, a Member is each adult and child listed.  
'Centre' - A facility operated by the Y NSW as agent on behalf of the owner. '  
Child' - A person under the age of 18

### 2. Legally binding agreement

This is a legally binding agreement.

### 3. Membership general conditions

- Membership commences on the date stated on your membership agreement.
- Membership is personal to the member and the membership and/ or associated membership card cannot be assigned or transferred to another person - unless authorised in writing by the Centre.
- You are given a 7-day cooling off period after signing this agreement to cancel your membership. If you terminate your membership during the cooling off period any membership fees you have paid will be refunded - excluding any joining fees and/or administration fees.
- Members must present their membership card for admittance to the Centre admittance may be refused if a member fails to provide their card on request of Centre staff.
- We reserve the right to charge an administration fee to replace lost, damaged or stolen membership cards.
- Fees for memberships are direct debited fortnightly. Please refer to the Y NSW's direct debit billing and payment information below, for more information.
- Membership and associated fees will continue until canceled by the account holder. For more information about cancelling membership, please see *terms and conditions 5. Cancellation of membership*, below.
- Age restrictions apply for fitness and aquatic facility use and group fitness classes. Please refer to the Centre for specific details about age restrictions.
- Where lockers are provided, the Y NSW is not responsible or liable for items contained within the lockers.
- The Y NSW reserves 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, and / or  
- Is under the influence of drugs and / or alcohol, and / or  
- Does not adhere to our code of conduct and conditions of entry.  
Please note that our code of conduct and conditions of entry are located and clearly visible inside our Centres.
- the Y NSW reserves the right to cancel memberships with us at our discretion.

### 4. Family membership

- A family membership consists of 2 adults and 2 children (children must be under the age of 18).
- One product is allowed per family member e.g. (1) Swimming lessons per child and (1) fitness membership per adult.
- Proof of living at the same residence must be provided.
- If, as part of your family membership, you want to enroll in a learn to swim program; you must also complete a learn to swim enrollment form, for each participant.

### 5. Cancellation of membership

- You may cancel your membership by providing us with 1 full fortnightly debits' notice in writing and paying any final fees owed. The minimum period of commitment must be fulfilled in the first instance.
- Any membership fees paid upfront are non-refundable.
- Any outstanding payments must be paid prior to cancellation.
- Any minimum periods of commitment must be fulfilled prior to cancellation.
- No suspensions can be used during the cancellation notice period  
For more information, please refer to *terms and conditions 8. Privilege to suspend*; below.

### 6. How we will contact you

- You grant permission for the Y NSW to communicate with you via email, sms and phone regarding our news, updates and promotions.
- We will contact you using the details you provide.
  - If you would prefer not to be contacted, please email us at: [contactus.nsw@ymcansw.org.au](mailto:contactus.nsw@ymcansw.org.au)

### 7. Our privacy policy and how we use your information

For detailed information about how we use the information you provide us, please see our privacy policy - located on our website at <https://www.ymcansw.org.au/privacy-policy/>

The Y NSW collects all information (including personal information) as agent of the owner of the Centre for the purpose of providing you with the services detailed in this agreement. By providing your personal information, you explicitly consent to its collection, use, and disclosure in accordance with our Privacy Policy and for the purposes of the Y NSW in meeting its contractual obligations.

Please note that to ensure the safety of children your personal information may be shared with the Y Australia's National Safeguarding Unit and other third parties as required by law. For more information about the Y Australia's National Safeguarding Unit please refer to their website: <https://ymca.org.au/about-us/safeguarding-children-young-people/>

### 8. Privilege to suspend

You are entitled to suspend the membership for a maximum of 28 days per year.

- A minimum of 7 days' notice must be given to request a suspension.
- No fees are charged for, or during a suspension period.
- Your payments will be re-activated automatically after the suspension period has been completed.
- Members with outstanding payments will not be able to suspend until the amount due has been paid.
- To request a suspension, you are required to provide the Y NSW with a completed amendment form in Centre, or complete the suspension request form located on our website:  
<https://www.ymcansw.org.au/form/membership-suspension/>

Learn to swim participants can access makeup lessons as per the terms and conditions on their Learn to Swim enrolment form.

### 9. Supervision

Children enrolled in our learn to swim program need to be adequately supervised according to their appropriate state guidelines. For NSW customers please refer to the keep watch policy: <https://www.royallifesaving.com.au/aquatic-risk-and-guidelines/safety-programs/child-supervision/keep-watch-at-public-pools>  
For ACT customers, please refer to the public pools (operational matters -supervision of a child) determination 2015 (no 1) made under the public pools act 2015, section 14 (operational matters): <https://www.legislation.act.gov.au/view/ni/2015-324/current/pdf/2015-324.pdf>

### 10. Additional services (personal training, creche etc.)

- Personal training is available as an additional service at selected services.
  - Only the Y NSW employed personal trainers may be used in the Y NSW health & fitness club.
  - Unauthorised use of a non-Y NSW employed personal trainer may result in cancellation of membership.
- Creche and childcare is available as an additional service at selected services - please contact your Centre for more information.

### 11. Medical injury or illness

- Where a doctor's certificate is produced, you can elect to suspend your direct debit payment, or have your payment held in credit for the period of incapacity noted on your medical certificate.
- If you have a permanent change in your physical and/ or psychological ability which means you can no longer meet the physical and / or psychological requirements to participate (proven with a valid doctor's certificate); you can cancel your membership and have any remaining funds credited to your account or refunded to you.
- Extenuating circumstances will be taken into consideration at the Y NSW's discretion.

### 12. Public holidays

- Charges still apply for public holidays for all programs.
- Please note that no swimming lessons will be held on a public holiday.

### 13. The Y NSW rights to alter our facilities, services and terms - with notice to you

The Y NSW reserves the right to:

- Vary, add or eliminate any of the facilities or services we provide.
- Vary our hours of operation or program/class schedule(s)
- Vary the fees we charge for our services.
- Alter our terms and conditions.

## THE Y NSW - direct debit billing and payment information

### Billing and payment information

- Fees are paid two weeks in advance.
- Fees for enrolments are direct debited fortnightly from your nominated bank account or credit card; and are subject to transaction fees as stated in the direct debit request (DDR) service agreement.
- Debit dates are set by the Y NSW and cannot be altered.

### Overdue accounts

- Should there be any unsuccessful payments from your account, you are responsible for any fees and charges incurred by the bank, or debt collection agency(s); and are also liable for the cost of any reasonable fees and charges incurred by the Y NSW due to the unsuccessful payment.
- If there are insufficient funds in your account, an automatic rebilling attempt will be made two business days after the unsuccessful charge.

Please arrange for sufficient funds to be in your account for this attempt. If at any time there is an outstanding balance on your account, the due amount may be billed in subsequent direct debits; along with any applicable transaction charges and dishonor fees.