



Southport Gymnastics Club Inc Membership Terms and Conditions

DEFINITION

- 'The Club'- means 'Southport Gymnastics Club Inc',
- ABN 55 746 182 732.
- 'Member'-means the person applying for membership / if under 18 years then parent and child applying for membership at The Club.
- 'Venue' means whole of premises where gymnastic services are provided (including car parking, waiting areas and amenities).
- 'Gymnastic Area' includes areas where gymnastic classes are conducted.

WHOLE OF AGREEMENT

- The terms of this agreement will be limited to the conditions listed on this document. Oral agreements of any kind shall not alter or vary the terms of this agreement.
- By paying for a membership, you acknowledge these terms and conditions as binding terms of the Membership Agreement.

SAFETY

- For the safety of all, Members must be delivered into and picked up from inside the Gymnastic Area or Venue by a caregiver.
- Members are to arrive and leave the Venue in shoes.
- Members must wear tight fitting clothes that do not restrict movement.
- Jewellery, watches and makeup is not to be worn during classes.
- No Mobile Phones are to be used during training or to be on the floor unless instructed by a coach.

CONDUCT

- It is a requirement of membership and entry to the Venue that all Members and guests follow the instructions of management.
- Management reserves the right to cancel a membership if conduct interferes with the safety or comfort of other Members, guests or staff.
- Children who are in the Venue but not participating in classes are to remain under the direct care of an adult at all times and must not be in or on the gymnastics area.
- Only participants under the direct supervision of a coach may enter the gymnastics area or adjacent court areas. All other children are to refrain from using any gymnastics equipment.

HYGEINE

- Consumption of food or drink (other than water) is not permitted in or on the Gymnastic Area.
- Members should wash and sanitise hands prior to commencing classes.
- Sick Members are not to attend classes. Management reserves the right to exclude a sick Member from classes.

PERSONAL BELONGINGS

- Although care will be taken, management takes no responsibility for personal property in or at the Venue. (Including vehicles in car park.)

IMAGES

- Members are advised that from time to time their child's image may be captured by photos or videos during training, regular or special events. Membership at The Club serves as acknowledgement to use any images captured by Southport Gymnastics Club Inc for the purposes of promotional material, media or other purposes without further permission being necessary.
- Should you wish your child's image not to be used please advise administration.

MEMBERSHIPS AND PAYMENT POLICY

- In order to access classes, Members must hold a fully financial, current membership inclusive of Annual Club Registration Fee.
- On application a Member will pay the first period fee, as well as a joining fee or annual competitive registration
- To enter competitions, tours, events or clinics a member must pay the appropriate fee by the due date and have a fully paid membership at the time of nomination.
- A Member's place in a class / team can only be held during the period of an active membership.
- In accordance with our Constitution, The Management Committee may terminate a members membership if the member has membership fees in arrears for a period of three (3) months or more. The members training shall cease immediately.
- If debt recovery proceedings commence, all costs associated with recovery of the outstanding fees, including legal fees and commissions, will be passed onto the default member.

MEMBERSHIP TYPES (CLASSES)

- Ratio of gymnasts to coaches in Classes is will not exceed 12:1 (max).
- To accommodate the most appropriate grouping of gymnasts, it is expected that The Club may vary class times, location and days. If class changes affect a Member, the Member will be notified by telephone, text, Email or in class notices.
- Classes operate from the first week in January to mid December, including school holidays, as publishes each year in the handbook.
- Classes do not operate on Public Holidays as gazetted by Queensland Government.
- Make up classes are not available as a right of membership. (Membership entitles a Member to access a space in class whether they use that space or NOT. At Southport Gymnastics Club Inc we will always try to provide a make-up class if a space exists in a suitable class. Competitive Members will be entitled to one make up class only per calendar month only if a Member advises admin prior to missing class. This make up class is subject to availability and will be arranged by the Club Manager. Members have no right to demand a make-up and it is important to note that there is only a small possibility of a make- ups being provided as we will not disadvantage other students by overloading classes.)
- Upgrading to a higher class can be done at any stage of a membership. The Club will recommend upgrade where suitable and payment of the upgrade signifies acceptance of the new class type for the Member. Renewal of membership, signified by payment, is subject to the same

terms and conditions of the previous membership. (excludes price)

- A position in a class will only be held for the period a member has a valid paid up membership.

Missed Classes

- It is normal that from time to time Members will be unable to attend their scheduled class due to family or school commitments or sickness. Missed classes will not be rescheduled as a right of membership. For Recreational gymnasts you will receive one makeup class per term which will be valid for 12 months. You must notify us when taking up the makeup class prior to turning up for the class in order to ensure availability. Make up classes are forfeited after withdrawal

MEMBERSHIP TERM (DURATION) Term Memberships

- Members must pay for access to a class type (skill level and frequency) per month (for competitive classes) or per term in advance (for recreational classes)
- A Member will receive a renewal notice within 14 days of the end of the term membership, to maintain a place within a program, a new membership must be arranged for and paid for prior to the conclusion of the previous membership.

Monthly Debit Memberships:

Available only for competitive class memberships.

- Member will provide a signed authority to debit a valid credit card or bank account for the monthly price of the membership arranged + direct debit fees.
- The original forms must be delivered to The Club.
- Monthly Debit Memberships may be cancelled by the Member after 30 days written notice.
- To commence a Monthly Debit Membership a Member will pay the first month's fee, + any pro-rata amount (if applicable) + annual registration.
- Debit date is the 15th of the month. If the 15th of the month falls on a public holiday or weekend, the debit will be processed the previous working day.
- Fees debited are in advance for the services provided the following month.

Perpetual Billing Memberships:

- Perpetual billing is not offered. Each year and class membership is a new billing period.

Termination/Refund policy 14 Day Money Back Guarantee

- New Members only, may request a refund in writing for ANY REASON in the first fourteen days of membership. You will be refunded the full amount paid less classes attended .
- Refund is via direct debit and will be deposited into a nominated bank account.
- Under no other circumstances will any other membership be refunded.

Transfer of membership

- Under no circumstances can a membership be transferred at any time to any person.
- Memberships cannot be transferred to siblings, relatives or friends regardless of their current membership status.
- Memberships for transfer cannot be advertised publicly (notice board, print or electronic media) or internally in the Complex.
- All Term Memberships will expire automatically. Monthly Debit Memberships will be ongoing and only expire upon written notice to cancel / cease.
- Class/session spots will be only be held until the end of the current membership.

SUSPENSION

Time Stop/ Suspension of membership

- Memberships can be suspended subject to the conditions below. In all cases, class positions cannot be held during a period of suspension.

Injury related suspensions - Available on all memberships

- Suspension / extension will be granted for periods of two or more consecutive weeks (or more) of injury or illness if a Doctor's certificate is provided to The Club, within one week of the 'start' date indicated on the certificate. (Certificates will be accepted via email)
- Certificate needs to state 'date to date' of expected absence and how this injury/illness directly affects the member's ability to participate.
- The Southport Gymnastics Club COVID safe Policy is a part of the Terms and Conditions. Please ensure you refer to this Policy as to illnesses / training / shutdowns / refunds

General suspension rights – Annual Memberships

- Members can suspend once per membership for periods of 1, 2 or 3 months, on compassionate or medical grounds only (the period which must be confirmed at the time of suspension). Holidaying is not considered a valid reason for suspension of membership.
- Suspension can only be made in advance with The Club,
- Under no circumstances, will suspension be backdated.
- Class positions cannot be held during a period of suspension.

Confidentiality

- We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to 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.
- We 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).

Dangerous Weather / Compulsory Health Shut Down Conditions

- The Club will follow advice from State Emergency Services and the Queensland Government directives regarding severe weather warnings and compulsory health shut downs due to health concerns such as COVID-19.
- If a shutdown occurs, because of a Government Directive, or forced close contact shutdown, Southport Gymnastics Club will implement Zoom classes to replace normal training times. It will not be possible for all hours to be replaced. If this is the case, your fees will be apportioned (credited) for the hours not trained for that month.