

YMCA Kids Recreation Programmes

Terms and Conditions December 2018

Here at the YMCA we are all about Strong Kids, Strong Families and Strong Communities, therefore we take the rights, safety and wellbeing of all the children in our care seriously, providing a fun, educational and caring environment that children love to be a part of. YMCA delivers all services in accordance with our values of Caring, Respect, Responsibility and Honesty.

To help us deliver the services in this way, we ask that you please take a moment to read the following terms and conditions carefully:

Safeguarding

YMCA North is proudly New Zealand's first Safeguarding Accredited organisation. The Australian Childhood Foundation (ACF) has accredited our safeguarding culture including our safeguarding policies and ways of working.

- Some Y programmes, outside of those requiring sector ratio requirements, may on limited occasions require staff working to a single staff model with groups of children. All staff are recruited under Safer Recruitment processes, undertake YMCA mandatory Safeguarding Training and staff operating to this model will also have this practice as a recognised element of their Position Description.
- For more information about Safeguarding visit ymcauckland.org.nz/safeguarding

Payment of Fees

- By enrolling in a Kids Recreation Programme you accept that you are responsible for all fees payable to YMCA in respect to the child in your care.
- Fees are payable at time of booking to secure your place in our programmes.
- Kid's Recreation Programmes do not operate during public holidays, if your scheduled day lands on a public holiday no additional class will be added during the term.

General Information

- Our Kids Recreation Programmes last the duration of the school term which on average is 10 weeks but maybe longer or shorter depending on specific term.
- If your child has additional needs, please visit the centre to discuss whether this programme is right for them. While we are an inclusive programme we do not have the facilities to provide one on one care. Likewise if a child is unwell they should stay home rather than come to us.
- Where medical conditions or dietary intolerances have been medically diagnosed please ensure that medical information is completed and accompanied with the relevant treatment plan from the medical practitioner. You agree to answer all health and medical questions fully, accurately and specifically to notify YMCA if

your child has any injury, illness, disability or other condition that means that they should not be using the facilities.

- Please ensure any changes to your contact details or information about your child is updated through the Parent Portal – it is important that communication is regular and up to date, and it is your responsibility to clearly inform us of any potential issues.
- Each day your child attends one of our centres, you are deemed to have repeated the information you provided in your Aimy Plus application and in the Parent Portal, and you warrant that it is up to date and remains correct.
- Clothing that covers the torso as well as shorts/leggings must always be worn.
- We take due care with children's belongings but accept no responsibility for lost or misplaced items. Please name your children's belongings so any items left behind may be returned. All lost property will be held for 2 weeks after the programme before being donated to charity.
- Please note that the YMCA reserves the right to change scheduled activities without notice where circumstances beyond our control prevent them from being delivered.

Refund and Cancellations

- If there are 2 continuous weeks of non-attendance for your scheduled lesson without notification to and confirmation from the Centre, the YMCA has the right to offer your space to another Customer and cancel your space on the course, no refund will be provided, and you will be notified via email if this has occurred.
- For enrolment cancellations within 2 weeks prior to start of term; will be given a refund, less an administration fee, upon completion of cancellation form.
- Cancellations after the commencement of the course, will not be offered a refund. At YMCA's sole discretion, a refunds may be offered in the event of exceptional circumstances.

Attending a lesson

- Your lesson will start on time, please ensure you are in exercise attire and ready for your lesson at the scheduled time, as the class will end on schedule.
- Changing rooms are provided onsite, please ensure all personal belongings are not left in the changing rooms, as noted above we take no responsibility for lost or damaged personal property.

Make up sessions

- The YMCA will provide 1 make up lesson per student per term for sickness. YMCA must be contacted in advance of the lesson starting via phone or email.
 - Notification of absence received after a lesson will not be accepted.
 - A medical certificate may be required.
 - Make-up sessions must take place during the current term and cannot be carried over to another term or customer.

- In the event a lesson is cancelled by the YMCA, we will provide 1 make-up lesson only. This must be used within 4 weeks and is non-transferable to other students.

Guardian requirements

- YMCA recommends an adult acting as the child's guardian attends all course sessions, as YMCA does not take on guardianship duties before/after or during the session. For those children who are attending a kid's recreation programme, whilst also attending an OSCAR programme, this does not apply.
- All children attending courses up to and including the age of 13 should be accompanied by an adult acting as the child's guardian, who remains in the centre during the scheduled course time.
- For pre-schoolers attending courses the onsite adult maybe required to be a part of the session and should be dressed appropriately.

Age Restrictions

- Customers under the age of 16 must have their application submitted and approved by their legal guardian who will be legally responsible to ensure they comply with these terms and conditions.

Child Protection

- YMCA has a suite of accredited child protection policies and procedures. All are available via our [website](#) and in hard copies within our Centres.
- Should YMCA have any concerns, receive any disclosures relating to the wellbeing or safety of any child/young person (or associated community member), YMCA are required to share this information, along with any known child data to child protection services. This may include Oranga Tamariki (formerly known as Child, Youth and Family) and/or NZ Police.
- YMCA aims to be open and honest with parents/carers around any concerns and offer support where possible. However, YMCA are not able inform parents/carers of our reporting concerns, if to do so could:
 - Risk placing the child at increased risk of harm.
 - Pose any risk to any possible investigations; and/or
 - Following the advice of or request from child protection services not to.

Terms and Conditions for Photo Tag

- Aimy Plus provides the YMCA with the ability to take photos and upload them to your parent portal. Images taken will only be used on the Aimy Plus Parent Portal and will not be used in our printed and online publicity. By accepting these terms and conditions, you agree to allow us to upload photos and tag your child. Without permission photos will not be taken.

Parents and Guardians

- Parents and guardians should ensure that all those within their care comply with all facilities rules available to view in facilities. The spirit of all YMCA's facilities is to provide an all-inclusive community environment to allow all to reach their

potential. You or a child within your care agree to be respectful of this, and enjoy themselves. If you or a child within your care breaches any of the YMCA rules and/or acts in a manner that is contrary to the spirit of YMCA, YMCA may, at their discretion, ask you to leave, and/or cancel their contract.

- Allow the YMCA to contact you on variations to services and times facilities will be available. These do occur from time to time, due to either planned maintenance and improvements or external environmental conditions which limit customer use of facilities. YMCA will endeavour to reduce variations to agreed services and facilities available.

Outstanding Debts

- You are ultimately responsible for all fees payable.
- Your child's access to our programmes may be withdrawn if your account is not kept up to date. We will contact you via the email you provided during the sign up process.
- Overdue amounts may be referred to a debt collection agency. Any expenses, disbursements and legal costs incurred by YMCA in the enforcement of any rights contained in this contract shall be paid by the parent/caregiver, including any solicitor's fees and/or debt collection agency fees.

Behaviour Management

- YMCA has detailed and well-structured behaviour management strategies and processes in place, reflecting our safeguarding code of conduct and requirements. These are available to view in centre.
- Should any behaviour displayed present a considerable immediate and/or significant risk to the child, other children, staff and/or property, YMCA may request immediate collection of the child and review ongoing placement within the YMCA service/programme.

Safety on site

- The YMCA agrees to maintain the facilities and equipment and will not be negligent or wilfully default on this area. YMCA reserves the right to require a customer to leave the premises immediately if he or she carries out any activity which YMCA considers to be dangerous, offensive or in breach of any health and safety requirement.

Questions/Concerns

- If you have questions/concerns please talk to our staff on site or at your local YMCA.
- We encourage [feedback about any aspect of our programmes and services.](#)
- The collection of information in the enrolment process is for the effective delivery of our services. Customers under the age of 18 may have their data shared with Oranga Tamariki and this data is managed in accordance with the Privacy Act 1993.

- Information collected through the website is maintained by Aimy Plus – please see their [Privacy Policy](#). For information on YMCA's privacy policy please [click here](#).

Liability and indemnity

- To the extent permissible in law, YMCA shall not be liable for any injury, loss or damage of any type, or physical injury arising from YMCA programmes.
- To the extent that YMCA is liable to the customer for any reason, its liability is limited to a maximum amount equal to the value of fees payable by the customer in any 12 month period.
- The customer shall be responsible for any malicious damage they cause to equipment of the facilities used in delivering YMCA's programmes.
- Nothing in these terms and conditions is intended to have the effect of limiting or reducing the customer's rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, to the extent they may apply.