

# YMCA FITNESS GISBORNE POLICIES & PROCEDURES

## Fitness Centre Code of Conduct

YMCA Gisborne Fitness is a not-for-profit organization that embraces the core values of caring, honesty, respect, and responsibility, whakawhanaungatanga and open communication.

By joining the YMCA, you as a member are agreeing to subscribe to these operating values. If at any time your behaviour does not support these values, the YMCA has the right to revoke your membership status.

Members are expected to comply with all YMCA policies as stated on our website. The YMCA is promoted as a safe and welcoming environment for all members and guests, therefore you shall:

1. Act appropriately always and in a mature and responsible manner
2. Respect the rights and dignity of others
3. Refrain from language or any action that can hurt or frighten another person or that falls below a generally accepted standard of conduct
4. Be responsible for your personal comfort and safety and ask any person whose behaviour threatens your comfort to refrain. If you feel uncomfortable in confronting the person directly, report the behaviour to a staff person or manager on duty.
5. The YMCA monitors the National Sex Offender Registry. Persons on this list will not be eligible for YMCA membership, program participation, guest privileges, volunteer, or employment opportunities with the YMCA.
6. Prohibited actions specifically include:
  - a) Inappropriate attire
  - b) Smoking and the use of e-cigarettes as the YMCA is a smoke free environment
  - c) Angry or vulgar language includes swearing, name-calling or shouting
  - d) Physical contact with another person in an angry or threatening way
  - e) Any demonstration of sexual activity or sexual contact with another person
  - f) Harassment or intimidation by words, gestures, body language or any menacing behaviour
  - g) Theft or behaviour that results in the destruction of property
  - h) Carrying or concealing any weapons or devices or objects that may be used as weapons

- i) Using or possessing illegal chemicals, alcohol, or drugs on YMCA property, in YMCA vehicles or YMCA sponsored programs
  - j) Any other conduct of any inappropriate, threatening, or offensive nature
7. Be mindful of personal hygiene.
8. We reserve the right to ask a member to leave the facility if they exhibit any signs of being unwell or showing respiratory symptoms in accordance with government COVID pandemic guidelines.

## Entrance

Each time you come to the Y, you will need to bring your membership identification card or key fob. For security reasons, we ask that each member scan their membership card or key fob at Customer Services, or at the 24/7 access door, upon entering the Y.

Members or casuals will **not** allow any other person to use their membership access card, and understand that if they do, their access key will be deactivated, and a fee will be charged to reactivate their access key.

Members will be charged \$150.00 per-visit for any unauthorised persons they allow into the YMCA premises, and they agree to pay this immediately upon request. Alternatively, the YMCA may in its sole and unfettered discretion, terminate your membership pursuant to breaches of our policies and procedures.

## 24-hr Access

1. 24-hour access is permitted for full priced adult memberships of members over the age of 15 and under 60 years of age.
2. Members upgrading from a Green Prescription are required to produce a doctor's certificate allowing unsupervised exercise. Once received, they can upgrade to 24hr access.
3. Members with a DS weekly membership under the age of 16 have staffed hours access until they turn 16.
4. All new members are required to go through our induction process with a member of staff.
5. Terms and conditions are on all membership contract forms and all members are required to sign a membership contract.
6. Casual members are required to sign a casual sign in form.
7. Student memberships, Green Prescription, and Senior memberships have access during staffed hours only.

## Social Media

1. No photographs or videos of anyone on the premises without the prior consent of every single person who may be in the images, whether staff, PTs, or members.
2. No posting online, broadcasting/streaming or publishing of any photo or image of anyone else other than yourself or people who have given you permission to post the image.
3. If you want to use any photo taken on club premises for commercial purposes, you must get written permission from the YMCA Gisborne Fitness Manager. Strictly no photos or videos in the changing rooms.

## Attire

1. Proper athletic attire and footwear required; rubber soles and closed-toe shoes only. No clogs, flip flops, socks, bare feet, open toed, or open-backed shoes.
2. No jeans allowed (they are restrictive and the rivets on them damage padding on machines).
3. Sweat towels are mandatory.

## Cardio & Weights Area

1. No children under the age of 13 years allowed at any time.
2. Members and guests, 13 years of age and up may use facilities if they are following facility policies.
3. All members are encouraged to complete our exercise pre-screening process before using any equipment. Please contact customer services to schedule an appointment.
4. Proper attire must be worn while using the cardio/free weight area. Shirts and proper shoes must be worn always.
5. To ensure fair and equal access to cardio equipment, there is a 20-minute time limit when others are waiting.
6. Please return weights and dumbbells to the racks when finished.
7. The YMCA strongly recommends the use of a spotter when using the Olympic benches and bars.
8. Members are to wipe down any equipment used with the spray bottles and cloths provided in the gym.
9. Members are to bring sweat towels when using exercise equipment, or there are towels for hire at a cost of \$2.

## Bike Classes

1. Clients are required to book for classes on our online booking system. If a bike is booked, and not used, our casual rate of \$15 will be charged to the client.
2. Wipe down bike after use with spray on a cloth. Spray the cloth not the bike, as detergent sprayed directly onto the bikes working parts with cause damage and build-up.
3. Remove all resistance after dismounting bike.
4. Mount and dismount bike from floor or centre bar.
5. Be courteous and follow instructors' directions about policy/procedures.
6. Only riders allowed in class; children must remain in the gated children's area, (no children allowed to sit on the stage or in the bike area).
7. Wear proper athletic attire and footwear.
8. Bring a water bottle and towel to class.
9. Come early to set up your bike, so you are ready when the class starts.
10. For your safety, privacy, and the respect of others, turn off your cell phone or set it to silent/vibrate mode.

## Group Fitness

1. Group fitness timetables are designed and changed at the discretion of management.
2. Timetable changes will be made from time to time, and members will be notified in advance via the YMCA Fitness Facebook page or the YMCA website.
3. Members are required to scan in on arrival or check in and pay for a casual visit at customer services.
4. There are no 'first time free' or 'try before you buy' policies, however '7-day free trials' will be run from time to time in specific periods only.
5. All Les Mills contractual obligations will be met by the Y Fitness Management and instructors.
6. Members are required to wipe down equipment used after class.
7. Latecomers are required to set up at the back of the class without disturbing anyone.
8. Classes which are 30 minutes or shorter should not be done without the class warm-up, and as such we recommend that latecomers do not attend these classes if they miss the warmup.
9. For your safety, privacy, and the respect of others, turn off your cell phone or set it to silent/vibrate mode.

## Children and Youth Supervision in the Fitness Centre

Parents may take children into the upstairs group fitness area during classes in staffed hours, if they follow the following policies:

1. Children must remain in the gated kiddie's area while classes are in progress and must not be in the members exercise area.
2. Parent should bring a quiet game or device that their child can play on quietly while class is in progress.
3. Parents should ensure that their children are not a distraction to other members or to the instructors.

## Membership Categories & Access Entitlements

WHAT YOU GET WITH YOUR Y MEMBERSHIP							
YMCA GISBORNE INC							
Membership Type	Staffed gym hours	Basketball staffed hours	Personalised Program	24/7 Gym	24/7 Basketball	24/7 Les mills	Ph360 Nutrition
CASUAL	✓	✓					
GREEN PRESCRIPTION	✓	✓	✓				
SENIOR/STUDENT	✓	✓	✓				
ADULT	✓	✓	✓	✓	✓		
\$12.95 24/7 Gym (12 month min)	✓	✓	✓	✓	✓		
\$16.95 24/7 Gym (3 month min)	✓	✓	✓	✓	✓		
\$20.95 Les Mills + Gym (3 month min)	✓	✓	✓	✓	✓	✓	
\$25.00 Les Mills + Gym (No term)	✓	✓	✓	✓	✓	✓	
PROJECT YOU	✓	✓	✓	✓	✓	✓	✓

**YMCA GISBORNE FITNESS**  
447 Childers Road Gisborne  
Phone. 06 867 9259  
www.ymcagisborne.org.nz

\* 24/7 Access is strictly 16 years and older



## Fee Assistance

YMCA is committed to ensuring every member of our communities have access to our services.

We believe that participation in any of our programmes and services should not be restricted to the financially privileged. For this reason, fee assistance is allocated to green prescription, senior and youth memberships and programs. What this means is these memberships are internally discounted and available to our members at a reduced rate.

## Poverty Bay Sponsored Memberships

YMCA Gisborne is a proud sponsor of Poverty Bay Rugby (PBR) and is committed to collaborating with PBR to achieve its objective: *"To promote education, health and well-being in the community through the sport of Rugby Union"*.

We do this by providing access to our gym facility and Les Mills program to any individuals who are being supported by PBR in their sporting journey.

PBR delivers a fun rugby skills programme to our OSCAR programme which is a highlight of the week for our children.

## Disability Memberships

A client is entitled to purchase a disability membership and a significant discount if the client fills the following criteria:

1. They are on a disability benefit.
2. They are always supervised in the gym by a YMCA approved external supervisor or carer.

If the client can work out unassisted, they are entitled to a green prescription membership, not a disability membership. Disability memberships do not include one-on-one YMCA gym staff supervision.

## Green Prescription Members

1. Green prescription members will have access to the facility during staffed hours only.
2. Debitsuccess 6-month weekly membership, YMCA 3-month green prescription memberships, as well as casual visits will be fee assisted.
3. Green prescription cards must be sighted by staff.

## Membership Expiry Dates

Membership expiration date will be the last date a member will be allowed to use the facility without renewing or purchasing a day pass.

## Membership Renewal

1. Members must renew on or before the expiration date on their membership for continuous use of the facilities, and to qualify for any renewal discounts or incentives offered from time to time.
2. This does not apply to Debit Success Memberships which are ongoing, unless a request to set to term is made in writing.

## Concession Card Expire Dates

All group fitness cards are valid for 6 weeks from date of purchase, or recharge date, these are available for seniors and green prescription clients only, for gym and classes.

## Membership Dates Change Procedure

1. Any variations to a Debit Success membership must be made with a Payment Variation Form and authorised by management.
2. Paid in full membership end date changes can only be authorised by management, and for medical reasons only.

## Membership Prices

1. Memberships are non-refundable. Your monthly membership fees provide for daily operation of member services.
2. Membership prices are subject to annual increases, with one month's written notice. This is not retrospective, and would only affect new, weekly, or renewal memberships.
3. The YMCA offers discounted memberships to seniors, youth, and green prescription members. green card must be sighted by staff.

## Membership Suspension/Hold

1. **Prepaid Memberships:**  
Customers are entitled to apply to the YMCA Gisborne to suspend their prepaid membership for a maximum of one month for medical reasons only. There will be an admin charge applied.

2. **Direct Debit Memberships:**

- a) A customer may apply to suspend their weekly membership due to medical, travel or personal reasons for a minimum period of one (1) month at a time and up to a maximum of four (4) month per annum.
- b) There will be a minimal charge per week for the duration of the suspended period, and an admin fee to apply the suspension.
- c) Any overdue fee must be paid before the suspension is activated.
- d) Written notice or completion of YMCA's membership suspension form, including a reactivation date in each case, must be provided at least one (1) week prior to the suspension being lifted, for the YMCA to process the suspension.
- e) Suspensions can take up to 5 business days to process and the customer agrees direct debits will not be stopped within this period.
- f) YMCA will endeavour to process requests immediately.
- g) Customers will not have access to the facilities during the suspended period.

## Membership Cancellation Policy

1. This only applies to Debit Success weekly memberships.
2. A cancellation form must be completed at customer services or emailed to [ygyim@ymcagisborne.nz](mailto:ygyim@ymcagisborne.nz)
3. We require 10 days written notice.
4. An early cancellation may incur an early cancellation fee. This fee will vary depending on the membership in question.

## Member Information

1. If you have a change of contact details, please visit customer services to advise staff of any changes.
2. Member information is protected by the New Zealand Privacy Act 1993.
3. Please see our Privacy Policy for more details.

## Lost & Found

The YMCA is not responsible for lost or stolen items. If you have lost an item, the Fitness Centre staff can direct you to the lost and found. Unclaimed items will be donated to charity at the end of each month.

## Cancellations & Change

YMCA Gisborne Fitness reserves the right to cancel classes, for insufficient enrolment, special events and public holidays. The YMCA can close their facilities in inclement weather or due to circumstances beyond the Y's control, change schedules, rates, and fees without prior notice when necessary.

## Membership & Class Refund/Credit

1. Regardless of circumstances, the YMCA does not refund memberships or concession cards.
2. Refunds/credits are not given for closings due to weather or emergency situations.
3. Only paid in full memberships are transferable.
4. Concession cards are transferable, but expiry dates apply.

## Severe Weather or Power Cut

1. All class cancellations or fitness facility closings due to weather or emergency will be posted on the 'What's On' page of our website, and on our social media pages.
2. Please understand that there might be an unexpected occasion that will require us to cancel or close without notice.

## Health and Safety

The YMCA is committed to providing and maintaining a safe and healthy workplace for all members and staff, and to providing the information, training and supervision needed to achieve this and ensure we are actively reviewing incidents that are raised and investigated.

YMCA Gisborne will take responsibility for health and safety procedures; however employees need to be aware of their responsibilities and comply with the business' health and safety policy.

YMCA Fitness has a comprehensive health and safety plan, as well as an emergency evacuation plan. This is in the foyer on the notice board.

All incidents must be reported.

We have a defibrillator in the fitness centre for emergencies.

There are two panic buttons in the gym connected to CSL as a first response in case of emergency. There is also a panic button wrist band which can be worn by members exercising in the gym if they are alone in the unstaffed hours.

In case of an earthquake or tsunami, YMCA Gisborne is a Civil Defense safe zone.

## YMCA Membership Terms & Conditions

*Terms and conditions are on all membership contract forms and all members are required to sign a membership contract.*

**Membership entitlement:** I understand and acknowledge that I am entitled, during the term of my membership, to make use of the YMCA fitness facilities and services subject always to these terms and conditions.

**YMCA means:** the YMCA Health and Fitness Centre, 447 Childers Road, Gisborne, (Phone 8679259) which is the organisation providing the service of billing and administration of the contract.

### **Fees & Payments**

1. **Minimum Term:**
  - a) For monthly membership, the term is based on 30 days in a month.
  - b) For prepaid or minimum term memberships, this is the period specified in the membership plan. i.e.: 3 months, 6 months, or 12 months.
  - c) All Debit Success memberships are ongoing after the minimum term. To specify and end date after the minimum term, customers MUST fill out a Payment Variation Form or a cancellation form.
  - d) Cancellations are without costs after the expiry of minimum term only.
2. **Prepaid Membership:** If I elect to have a prepaid membership, I agree and undertake that my membership fees must be paid in one sum on, or before, commencement date of the agreed term.
3. **Refunds:** I understand that regardless of circumstances, I have no entitlement to, and the YMCA does not refund memberships.
4. **What if I stop going to the gym?** I understand that what I have purchased is the FULL ENTITLEMENT of use and access of the facility according to my specific membership, I understand that regardless of the frequency of use, including any period where I do not use the facility at all, I am still liable for the payment of fees until the end of my membership term.
5. **Transfer to another person:** I understand that YMCA will only transfer paid in full memberships to another person, and then only upon my written request and that the other person's written confirmation of their acceptance of these terms, conditions, and Policies.
6. **Increase in Fees:** I understand that YMCA may at any time upon 30 days' notice increase fees.
7. **Default and Consequence of Default:** I agree to pay interest and costs on any overdue and outstanding amounts, including collection agency costs, court costs and solicitors' fees, regardless of judgement. Interest will accrue according to the online Debit Success membership contract terms and conditions.
8. **Termination for cause by YMCA (member breach):** The YMCA may, at its discretion, terminate my membership if:

- a) I fail to make payments when due or any payment or fees are late;
- b) the monthly payments or fees are interrupted or discontinued for any reason and I or my co-signer do not provide an acceptable alternative;
- c) fail to follow any membership policies or YMCA rules or violate any part of the YMCA membership terms, conditions and policies, such as allowing non-members access to our facility by opening the door or using your access key;
- d) my conduct is improper and or harmful to the best interests of the YMCA or its members;
- e) I fail to provide doctors approval for exercising, if so requested by the YMCA.

Termination is effective on the date a written notice is received to my advised email address and I am liable for all financial obligations until that date.

Notwithstanding the foregoing, where it is possible and reasonable, in the YMCA's reasonable opinion to do so, the YMCA Health and Fitness Centre will endeavour to consult with me before terminating this agreement (and may in some cases give me an opportunity to remedy any breach reasonably capable of remedy).

9. **My termination charges:** I acknowledge that where my membership is terminated due to a member breach, as set out in clause 18(a) to (e) above, that the YMCA is entitled to charge a termination fee.

That termination fee is intended to cover administration costs and any out-of-pocket expenses the YMCA may suffer or incur because of the termination of my membership. The termination fee shall be as set by the YMCA from time to time having regard to what it is intended to cover, but in no event exceed one third of my monthly membership fee.

For the avoidance of this doubt this is without limitation to the YMCA's rights and remedies about any breach by me of this agreement prior to termination.

### **Suspensions (holds)**

#### 10. **Membership Suspension**

- a) **Prepaid Memberships:** Customers are entitled to apply to the YMCA Gisborne to suspend their prepaid membership for a maximum of one month for medical reasons only. There will be an admin charge applied.
- b) **Direct Debit Memberships:** A customer may apply to suspend their weekly membership due to medical, travel or personal reasons for a minimum period of one (1) month at a time and up to a maximum of four (4) month per annum. There will be a minimal charge per week for the duration of the suspended period, and an admin fee to apply the suspension. Any overdue fee must be paid before the suspension is activated. Written notice or completion of YMCA's membership suspension form, including a reactivation date in each case, must be provided at least one (1) week prior to the suspension being lifted, for the YMCA to process the suspension. Suspensions can take up to 5 business days to process and the customer agrees direct debits will not be stopped within this period. YMCA will endeavour to process requests immediately. Customers will not have access to any bookings or the facilities that form part of the Agreement while the freeze is in place.

## **General**

11. **Security camera surveillance:** I understand that the fitness centre is under full security camera surveillance and any damage or inappropriate behaviour may result in either criminal or civil actions being taken against me.
12. **Medical Condition and medical Advice:** I represent that I am in good physical health and have no medical reason or impairment that might prevent me from my intended use of the YMCA's facilities.

I acknowledge and have been informed that the YMCA offers a consultation which includes a brief interview regarding my medical history.

However, I acknowledge that the YMCA itself will not and cannot provide me with any medical advice whatsoever.

If I have any health or medical concerns now or after I join the YMCA, I will immediately advise YMCA and my doctor before using or continuing to use the YMCA facilities, and then provide YMCA with my doctors written clearance.

13. **Damaged Lost or Stolen Property:** I acknowledge I am responsible for my personal belongings and property while at the YMCA.

The YMCA staff, and the YMCA itself are responsible only to the minimum extent permitted by the law.

To the maximum extent permitted by the law, the YMCA excludes responsibility and liability for any of my personal property being damaged, lost or stolen while in or around the YMCA premises.

14. **Access Breach:** I will not allow any other person to use my membership access card, and I understand that if I do, my access key will be deactivated, and a fee will be charged to reactivate my access key.

I will be charged \$150.00 per-visit for any unauthorised persons I allow into the YMCA premises, and I agree to pay this immediately upon request. Alternatively, YMCA may in its sole and unfettered discretion, terminate my membership pursuant to clause 10.

15. **Reciprocal Membership:** I understand that as a Gisborne YMCA Fitness member I may enjoy the use of other YMCA gym facilities. The number of free visit entitlements may vary among the various YMCAs'. I understand my membership status may need to be verified by the Gisborne YMCA.

16. **DebitSuccess Fit Pass:** I understand that if my membership is paid through Debitsuccess, I can receive a Fitpass card at reception and I can enjoy up to 10 days of visits at participating, (not necessarily YMCA) Debit Success affiliated facilities.

17. **Assumption of Risk of Injury and waiver of Claims.** I understand and agree that the YMCA location is at times an unsupervised fitness centre and there may be no employee on site to help me use the equipment, or to oversee the manner that I choose to exercise.

I acknowledge there is a possible danger connected with any physical activity (including the dangers of physical injury and death) – and I accept the risk of such danger as my own personal responsibility.

I accordingly hereby indemnify and hold harmless the YMCA Gisborne and its staff from any claims connected with such risk.

18. **Acknowledgement of members liability:** Where any damage to the equipment or physical infrastructure of the YMCA (due to misuse or intentionally) is caused by me or my family or your unauthorised guest, I hereby acknowledge that I am liable for that damage and will reimburse the YMCA for the cost of putting right the damage via the payment method used to pay my membership fees. Any failure to do so may be recovered from me by YMCA as a debt due and owing pursuant to clause 7.
19. **Right to amend terms and Notify by website:** The YMCA has the right to amend these terms and conditions at any time without notice. Updated terms and conditions will be available on the YMCA website.
20. **Photography & Social Media Policy:** No photographs or videos of anyone on the club premises without the prior consent of every single person who may be in the images, whether staff, PTs or members. No posting online, broadcasting/streaming or publishing of any photo or image of anyone else other than yourself or people who have given you permission to post the image. If you want to use any photo taken on club premises for commercial purposes, you must get written permission from the YMCA Gisborne Fitness Manager. Strictly no photos or videos in the changing rooms.
21. **Collection of information:** The Member acknowledges that personal information collected or held by the YMCA (whether obtained in this application form or otherwise obtained) is provided and may be held, used, and disclosed to enable YMCA to process this or any other application the member may

## Stadium Hire

Full stadium hire, or court hire is available for your event whether its sports, special events or team building. Our stadium has seating for up to 500 people on the bleachers, and room for 350 chairs on the floor area. The Gisborne YMCA's stadium can cater to your event and your audience.

### **Roles and responsibilities of hirer**

1. The hirer is to ensure that the stadium, reception, toilets, and grounds are left in the same condition and state of cleanliness they were in prior to their event.
2. Empty bottles and rubbish are to be disposed of, off-site.
3. Access to the fitness gym and group fitness studio is NOT included in this contract
4. The hirer agrees to provide; a mobile phone number for the YMCA to contact for emergency, Warden/s (Fire and Safety) and visible ID's.
5. Usage must comply with noise control regulations, based on the Gisborne District Council noise decibel readings
6. Hire age users are always responsible to ensure that the event or activity complies with all Gisborne District Council regulations and are required to liaise with Council prior to the hire age on the intended use of the facility.
7. The hirer is responsible for any activation of alarms in and around the facility. There will be no access to secured areas including reception area; admin offices, kitchen, and classrooms. Any persons entering these areas will cause alarms to be activated and any CSL security call-out costs will be the responsibility of the hirer.
8. The hirer agrees to ensure that the premises are not damaged by any person(s) or equipment during the hire age.
9. Any damage must be reported to the staff member(s) as soon as possible and repairs to the floor, building or equipment is the responsibility of the hirer.
10. The facility is to be inspected by a designated staff person after the hire age, together with the hirer.
11. If it is probable that any such hire is likely to conflict with the YMCA's mission and values, then the permission of the Chief Executive Officer should first be obtained.
12. NO; glow stick, liquids, substances, or equipment that may damage the flooring, are to be used in stadium at any time.
13. Any music that is broadcasted must be in keeping with the YMCA values, and will not be demeaning in any way.
14. There is to be no; alcohol, smoking, drugs, or violence on site of any of the YMCA facilities or whilst using any of the YMCA property.

### **Fire Warden Duties**

1. Ensure 111 is dialled for the New Zealand Fire Service immediately, if there is a fire.
2. Fire Wardens are required to wear Warden ID, provided by Hirer.
3. Fire Wardens are required to supervise and evacuate all areas of the building including (the stadium, the foyer, and all toilets), in the case of an emergency. Fire wardens must direct the public into the car park area found at the rear of the facility until the Fire Service arrives.
4. Await report from Fire Wardens.
5. As soon as you hear the fire siren, go to the outside of the front entrance, and liaise with the Fire Service. Pass on any relevant information to the Fire Service.
6. Contact the Chief Executive Officer, Leigh Gibson on 027 233 4135.
7. Any false alarm charges from the New Zealand Fire Service are the responsibility of the hirer.

### **Indemnity**

The Hirer will and does hereby indemnify and hold indemnified the YMCA from and against all actions, claims, demands, proceedings, or suits which may be instituted against the YMCA or its officers, staff and contractors who may be liable in respect of or arising from any accident, loss, damages or injury to persons or property by reason of any act or omission by the Hirer in connection with the equipment/facility hired. I understand that on completion of this contract any cancellations must be made one week in advance and failure to do this will result in full charges being applied for all bookings.