

Membership Form

Direct Debit Agreement

Direct Debit Request Service Agreement

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business). I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

RELATIONSHIP

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

CLEARED FUNDS

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to the Business. I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule. I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

CANCELLING THESE DEBIT TERMS

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

DISHONoured PAYMENTS

I/We acknowledge that: -if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; and-Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

DISPUTES

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

OTHER AUTHORISATIONS

I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution; and The Financial Institution to release information allowing the Debit User to verify my/our account details.

INFORMATION SECURITY

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will 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. Debitsuccess 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).

Conditions of Entry

Each member acknowledges and agrees to always comply with the Conditions of Entry.

Conditions of Entry

- Always obey the instructions given to you by staff members
- By entering this aquatic facility you are responsible for your actions and enter at your own risk.
- Children 14 years or under not permitted entry to this centre unless accompanied by a parent or guardian 18 years or older
- Children 14 years or under including weak swimmers must be supervised at all times by an accompanying parent or guardian 18 years or older
- Children 0-6 years and non-swimmers must be within arm's reach of an adult 18 years or over at all times
- You should be aware of your swimming ability and swim within areas suitable to your capabilities
- If you are a high-risk patron (weak or non-swimmer), identify yourself to our team-members
- Patrons' personal belongings are their own responsibility. Please use the lockers provided
- Patrons are required to exit the water 15 minutes prior to the centres closure and leave the premises by the centres advertised closing time.
- Appropriate swim wear must be worn, refer to Councils swimwear policy
- Showering is recommended before entering the water.
- Smoking prohibited within this facility and within 10m of the entrance
- No commercial food
- No pass-outs
- No abusive, offensive behavior, bad language or spitting
- No pushing or rough conduct in or around the pool
- No sitting on or touching lane ropes
- No bombing, no running, no flipping
- No balls or ball games of any kind allowed in the facility
- No water pistols, boogie boards, recreational surfboards or "large inflatable's" are allowed
- No eating in or around pool edge
- No photos or video recordings are to be taken in the facility unless approved by Council
- No animals, bikes, scooters or skateboards
- Swim in the appropriate lane area
- Patrons must not damage pool property or facility equipment
- Anyone with an infectious or contagious disease or skin complaint must not enter the water or change rooms
- Do not litter. Use the bins provided
- Glass and sharp objects are not allowed in the facility
- People affected by drugs or alcohol will be denied entry
- No alcohol to be brought into the centre
- Banned items will be confiscated by staff and returned only upon exit from the facility
- No professional coaching or training is permitted. Lane hire is available - please see management

Failure to comply with any of the above will result in the person or group being evicted from the premises without refund and further being banned from all Cumberland Council Swim Centres and associated Gyms.

Membership Form

Direct Debit Agreement

Membership Terms and Agreement

1 General

- 1.1 Cumberland City Council Swim Centres (CCCSC) has the right to refuse to enter into an agreement with any person at its sole discretion.
- 1.2 This membership is valid from date of purchase rather than commencement of usage. Membership commencement can be delayed by a maximum of two (2) weeks by special arrangement.
- 1.3 When you join a membership with CCCSC, you will need to give us information noted in the form and provide us with photographic identification. If you join under a particular offer, such as a corporate offer, you will also need to give us proof that you are eligible for that offer. Memberships are non-refundable.
- 1.4 This agreement is subject to a 7-day cooling off period.

2 Right to Terminate the Agreement

- 2.1 CCCSC reserves the right to terminate this Agreement and/or to not provide any services, whether in full or in part, at any time if the Buyer materially breaches this Agreement with gross negligence or fraud.

3 Services Availability

- 3.1 CCCSC may vary or stop providing any equipment, program, or service without notice. CCCSC is not liable for any loss or disappointment you may suffer as a result. This includes failing to obtain a position in a group fitness class at full capacity, or lack of parking spaces.
- 3.2 Time extensions to memberships will not be offered in the case of closures for Public Holidays or any facilities/services being temporarily unavailable for improvements / renovations / change of equipment / unforeseen closure. Members will be offered the opportunity to use other centre(s) when possible, during these periods.
- 3.3 The Management of the CCCSC reserves the right to restrict or alter access (at any time without prior notice to the members), to any part of the CCCSC. Members are advised that the availability of some facilities shall be restricted during peak times.

4 Membership Suspension

- 4.1 You may place a payment hold/suspension on your membership during which time debits will be paused on your DDR agreement.
- 4.2 Clients are required to provide a minimum of 3 weeks' notice (15 business days) prior to the suspension taking effect by completing the appropriate form provided by CCCSC available on Council's website: <https://www.cumberland.nsw.gov.au/swimming-pools>
- 4.3 Suspensions will not be accepted if there is an outstanding balance.
- 4.4 During a suspension period, access to the facility will be restricted. Users may pay standard fees to access the facilities during the suspension period.
- 4.5 All suspensions must not exceed eight (8) weeks per calendar year.
- 4.6 Learn to swim members wishing to suspend their enrolment and maintain their position within the program will be subject to an additional charge as per clause 15.2.1 in this agreement.

5 Cancellations

- 5.1 Cancellations require a minimum of two (2) weeks' notice (10 business days). This is to be done by completing the appropriate form provided by CCCSC available on Council's website: <https://www.cumberland.nsw.gov.au/swimming-pools>
- 5.2 Fortnightly debit will continue to apply for the following ten (10) business days. Notice to cancel a direct debit membership cannot be provided verbally or via telephone.
- 5.3 Early cancellations are generally not permitted. Exceptional circumstances may be considered with an application in writing to Centre Management and outcome subject to managements discretion.
- 5.4 Supporting documentation is required with application.
- 5.5 If early cancellation is granted, the early cancellation fee will be equal to 75% of the remaining balance of your agreement.

6 Changes to this Agreement

- 6.1 The CCCSC Management reserves the right to vary any conditions or adjust membership charges at any time, provided that notice of intention to alter is provided to members ten (10) Business Days' days prior to the change taking effect.
- 6.2 Members must notify the Management of the CCCSC of any change to membership including personal details by completing a variation form. A minimum of three (10) Business Days' notice is required to change your bank/direct debit details.

7 Payments, Debits and Payment Methods

- 7.1 Members will be required to pay one (1) direct debit period in advance, equaling two (2) weeks.
- 7.2 Direct debit payment for fees is managed by us. We will debit your nominated bank account or credit card throughout the time of your membership.
- 7.3 If the due date for payment falls on a day which is not a business day, we may direct debit your nominated bank account or credit card on the next business day.
- 7.4 If you wish to change the details relating to your payment method, you must either give notice in line with clause 9.2 of this agreement or update them on the online member portal.
- 7.5 Family credits are only valid for a period of 36 months.
- 7.6 Clients wishing to use a voucher as a payment method are required to provide a minimum of 2 weeks' notice (10 business days) by completing the appropriate form provided by CCCSC available on Council's website: <https://www.cumberland.nsw.gov.au/swimming-pools>

8 Changes to Facilities and Program

- 8.1 We may change all or part of the facility at any time, including:
- 8.2 Adding, removing, or replacing equipment.
- 8.3 Temporarily or permanently closing parts of the facility.
- 8.4 Trading hours and/or exclusion periods
- 8.5 Cumberland City Council reserves the right to amend the program, timetable, pool allocations, class structure and instructors at any time. Notification of changes relating to program offerings, will be communicated to customers as set out in clause 9.4.

Swim School Members

- 8.6 In the event of an unforeseen pool closure, a makeup lesson will be placed on student accounts. This will only be offered if an alternative body of water within the facility cannot be utilised.
- 8.7 Any lessons adversely affected by conditions outside of Councils control resulting in the cancellation of more than 50% of the class duration will result in a makeup lesson being placed on the student account. If a cancellation were to occur after half of the class has occurred, no compensation will be offered.
- 8.8 Cumberland City Council will aim to maintain water temperatures between 29-31 degrees Celsius. This may not always be possible and will not warrant cause for early cancellation.

9 Notices

- 9.1 If no written notice is received from you and your contact details change, notice given by us to the email or other address we have on record for you will constitute as valid notice under this agreement.

Notices from you to us

- 9.2 You may serve notices on us under this agreement by email to Recreationcentres@cumberland.nsw.gov.au
- 9.3 Relevant forms located on Council's website will be required to serve notice for cancellations, suspensions, class transfers and voucher redemptions.

Notices from us to you

- 9.4 We may serve notices on you under this agreement by any of the following methods:
 - 9.4.1. Publishing the notice on our website
 - 9.4.2. Publishing signage in the centre
 - 9.4.3. Email to the address listed in the membership form.

10 Privacy

- 10.1 We will have access to personal information about you, such as your name and address.
- 10.2 We will only use, disclose, and deal with your personal information in accordance with our privacy policy. Our privacy policy is available on our website.
- 10.3 We may sometimes film or photograph the facilities. It is possible you may appear in the background. You agree to allow us to use your image in promotion and other business-related materials.

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Enrolment Terms & Conditions

(Swim School Members Only)

11 Your Swim School Enrolment

- 11.1 This Agreement has an initial commitment period of (8) eight weeks. The membership may not be cancelled by the client until the full term has passed or the contract has been paid in full. This agreement is ongoing and will automatically renew fortnightly if notice is not given in accordance with the Membership Terms.
- 11.2 Your enrolment includes one designated lesson per week / per enrolment for the student, as specified on the registration confirmation.
- 11.3 Outside of your designated lesson time, access to areas included in your enrolment is subject to availability and pool bookings.
- 11.4 Your enrolment at the facility is not transferrable and cannot be shared with another person.

12 Facility Access

- 12.1 As per inclusions stipulated in clause 13, multiple spectators must present at reception together at the time the student scans at the access gates prior to lessons. Spectators arriving separately to the student to observe the lesson will be charged the standard spectator fee.
- 12.2 Only one (1) student card can be allocated per enrolled student.
- 12.3 Student cards cannot be shared with another person, friend or family member.
- 12.4 Students participating in the Little Wonder Program are required to have one adult in the water with them at all times.

13 Inclusions/Exclusions

- 13.1 Students will be granted two (2) spectator entries during designated lesson times.
- 13.2 Enrolments for students include unlimited pool entry for the registered student.
- 13.3 Outside of designated lessons times, any additional participants not enrolled in the swim school are subject to the standard entry fees and charges.
- 13.4 Spectator entry is only valid when the enrolled student is present for their class.
- 13.5 The adult involved in the Little Wonder Program is not considered a spectator and will not count towards the two (2) spectator limit as set out in clause 13.1.

14 Missed Classes

- 14.1 CCCSC offer a makeup lesson for missed classes.
- 14.2 To be eligible for a makeup lesson, notice of non-attendance must be provided by email to learn2oswim@cumberland.nsw.gov.au at least 3 hours prior to class commencement.
- 14.3 A medical certificate can be provided as an alternative to 3 hours' notice.
- 14.4 Classes cannot be booked more than a week in advance.
- 14.5 Make-up classes can only be rebooked with the provision of a medical certificate.
- 14.6 Make-up classes are subject to availability.
- 14.7 Makeup lessons are only valid for a period of 3 months from date of notice.
- 14.8 CCCSC will not provide credit or refund any unused or expired make-up lessons.

15 Suspensions and Non-Teaching Periods

- 15.1 Council operates on a forty-eight week per annum teaching period. The remaining four weeks of the calendar year will be classified as a non-teaching period and all enrolments will be automatically suspended for the festive season.
- 15.2 Information regarding teaching and non-teaching periods will be available on Councils website and through the member-portal by accessing the swim school calendar.
- 15.3 Suspensions during the teaching period will incur a class holding fee as stipulated in Councils fees & charges and is payable upfront to secure the enrolled member's position.

16 Class Transfers

- 16.1 Class transfers are subject to availability within the program.
- 16.2 CCCSC will aim to provide our clients with their desired preferences. This may not always be possible and will not warrant cause for early cancellation.
- 16.3 Class Transfers require a minimum of two (2) weeks' notice (10 business days) prior to the changes taking effect. This is to be done by completing the appropriate form provided by CCCSC available on Council's website:
<https://www.cumberland.nsw.gov.au/swimming-pools>

Gym-Use Terms & Conditions

(Wellness & Full-Access Members Only)

17 Conditions of Entry - Gym

- 17.1 Children under the age of 16 are not allowed in this facility.
- 17.2 All members under 18 years of age must complete an Induction with a Council Instructor (additional costs may be incurred).
- 17.3 Members are responsible for their personal belongings.
- 17.4 Personal Training (excepting payment or giving professional advice) is only allowed by employed/subcontracted personnel with a current agreement with Council.
- 17.5 All equipment must be returned to where it belongs after use.
- 17.6 A 'No Towel, No Train' Policy applies.
- 17.7 If equipment is damaged, please report to venue officer as soon as possible.
- 17.8 Do not use more than 1 piece of equipment at any one time.
- 17.9 Appropriate sport/training wear must be worn with appropriate shoes.

18 Facility Access

- 18.1 On joining we will give you an access card will let you enter and use our Facilities and Services.
- 18.2 Only one (1) access card can be allocated per client.
- 18.3 Access cards cannot be shared with another person, friend or family member.
- 18.4 You must not let anyone else into the facilities without the approval of Council staff or let anyone else use your access card. If you break this term, you may be charged the Tailgate Fee and/or your Membership may be suspended or cancelled.
- 18.5 Gym members are not to use the facility for commercial purposes or to gain financial reward from other users of the gym.
- 18.6 All filming and photography with intention to be broadcasted, televised, reproduced and/or recorded for public distribution must be approved by Council by submitting a Council's Filming and Photography Application Form.

19 Inclusions/Exclusions

- 19.1 Wellness members will have unlimited access to all scheduled group fitness classes, including aqua fitness at any of Councils managed swim centres or gyms.
- 19.2 Full Access members will receive all the benefits of a wellness membership and in addition have unlimited access to Councils managed swim centres and gyms.

20 Member Registration

- 20.1 Booking to group fitness classes is compulsory (including Fitness Passport clients) and must be done online at least 2 hours prior to the commencement of the class. In the event that you are booking a class for the following morning (before 8am), registration must be completed by 10pm on the night prior.
- 20.2 Fitness Passport clients must ensure that they sign in upon entry for each visit to the gym and/or group fitness class.

21 Health and Safety

- 21.1 When you sign this Agreement and each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Facilities and Services until you have sought appropriate medical guidance and been given the go-ahead.
- 21.2 You agree to give us all relevant personal, health and fitness information both before and during any exercise program or other activity. You also agree to complete our Pre-Exercise Questionnaire. In some cases, responses you give will require that you get medical guidance before exercising. You acknowledge that pre-exercise or other screening is no substitute for medical advice and does not guarantee against injury or death.
- 21.3 You promise that information you give us will be true and accurate and not misleading in any way.
- 21.4 You must not use the Facilities and Services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other Members and others.
- 21.5 We may suspend or cancel your Membership if we have reason to suspect that you have not complied with clause 21.