

# Membership Form

## Direct Debit Agreement



Request for Direct Debit:  
Cumberland City Council - Leisure Centres

*Note: All information provided to Council is strictly confidential. Please complete this form and return in person to any of the Council's Leisure Centres.*

Member Details		
First Name		
Last Name		
Street Address		
Suburb	State	Postcode
Date of Birth		
Telephone (daytime)		
Telephone (mobile)		
Email		
Emergency Contact Name		
Emergency Contact Telephone		

Membership Plan	Contract Duration
<input checked="" type="checkbox"/> Learn to Swim Membership	<input checked="" type="checkbox"/> No Contact
<input checked="" type="checkbox"/> Aquatic Membership	<input checked="" type="checkbox"/> 12 Months
<input checked="" type="checkbox"/> Full Access Membership	<input checked="" type="checkbox"/> 18 Months

Membership Acknowledgement	
Participation in activities at or organised by the Cumberland City Council Leisure Centres (CCCLC) is at your risk. When you are (your child/ward is) at the CCCLC or involved in an activity not at the CCCLC but organised, approved or endorsed by Cumberland City Council such involvement is at your own risk and you have no claim against Council for any personal injury or loss which arise.	
I have been supplied, read and understood the conditions of membership and the information provided and completed on this form, including the Membership Terms and Agreement on the reverse side and attached Enrolment Agreement for Learn to Swim Memberships.	
Member's Name	
Signature	Date
<input type="text"/>	<input type="text"/>
<i>If under the age of 18 years a parent/guardian must sign below.</i>	
Parent's / Guardian's Name	
Signature	Date
<input type="text"/>	<input type="text"/>

Membership Number
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Payment Option 1 - Bank Account Details
Name of Financial Institution
Branch Name or Address (where account is held)
Name of Account Holder (exactly as on account)
BSB Number
Account Number

Payment Option 2 - Credit Card Details
Please indicate with X: <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> Mastercard
Name of Card Holder (as it appears on the card)
Card Number

Application Declaration
I/we authorise and request Cumberland City Council, until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the Financial Institution identified above as instructed by me/us or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Agreement (DDR) as amended from time to time.
I/We will advise Council of the cancellation of this authority and will not hold the Council responsible for any action arising from my/our not doing so.
By signing this DDR I/We acknowledge that this direct debit arrangement and membership is governed by the terms of Authorisation as in the DDR attached to this request.
I/we request the Fortnightly Debit Fees of \$_____ be debited from my/our account on the Wednesday of every second week. First Deduction _____
I/we understand that fortnightly memberships continue indefinitely – refer to cancellation policy and procedure on the reverse of this agreement.
<b>IMPORTANT</b>
On the Due Drawing Date of each account, or in the event the due date for payment falls on a day other than a Banking Business Day, the payment will be debited from your account on the next Banking Business Day. Failure to have sufficient funds in your account may result in your bank charging you a dishonour fee in addition to Council's dishonour fee.
If this a joint account, both signatures are required.
I/we have read and accept the terms and conditions set out in the Direct Debit Request Service Agreement. <input checked="" type="checkbox"/>

Signature	Date
<input type="text"/>	<input type="text"/>
Signature	Date
<input type="text"/>	<input type="text"/>

# 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).

### Membership Terms and Agreement

#### 1 General

- 1.1 Cumberland City Council Leisure Centres (CCCLC) 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 Memberships are non-refundable.
- 1.4 This agreement is subject to a 7-day cooling off period.

#### 2 Services Availability

- 2.1 CCCLC may vary or stop providing any equipment, program, or service without notice. CCCLC 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.
- 2.2 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.
- 2.3 The Management of the CCCLC reserves the right to restrict or alter access (at any time without prior notice to the members), to any part of the CCCLC. Members are advised that the availability of some facilities shall be restricted during peak times.

#### 3 Membership Suspension

- 3.1 Suspensions will not be accepted if there is an outstanding balance.
- 3.2 You may place a payment hold/suspension on your membership during which time debits will be paused on your DDR agreement.
- 3.3 During a suspension period, access to the facility will be restricted.
- 3.4 All suspensions must be in increments of two (2) week and must not exceed eight (8) weeks per calendar year.
- 3.5 Suspension requests must be done by completing the appropriate form on the Councils website at least ten (10) Business Days prior to date of requested suspension period.
- 3.6 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 5.2.1 in the Enrolment Agreement.

#### 4 Cancellations

- 4.1 Cancellation of membership requires a minimum of seven (7) days written notice after the minimum term has been completed. This to be done by completing the appropriate form provided by CCCLC available on Council's website. Weekly debit will continue to apply seven (7) days from this point. Notice to cancel a direct debit membership cannot be provided verbally or via telephone.
- 4.2 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.
- 4.3 Supporting documentation is required with application.
- 4.4 If early cancellation is granted, the early cancellation fee will be equal to 75% of the remaining balance of your agreement.

#### 5 Changes to this Agreement

- 5.1 The CCCLC 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.
- 5.2 Members must notify the Management of the CCCLC of any change to membership including personal details by completing a variation form. A minimum of three (3) Business Days' notice prior to a Wednesday weekly billing date is required to change your bank/direct debit details.

#### 6 Conditions of Entry

- 6.1 Each member acknowledges and agrees to fully comply with the Conditions of Entry at all times.
- 6.2 A copy of the Conditions of Entry is attached to and forms part of this Membership Terms and Agreement.
- 6.3 Members are required to present their membership card at entry. Should a membership card be lost, a nominal charge as per Councils fees and charges will be imposed against the member for its replacement.

#### 7 Privacy

- 7.1 We will have access to personal information about you, such as your name and address.
- 7.2 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.
- 7.3 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.