

Membership Form

Direct Debit Request Central Coast Council

Leisure and Pools



Transaction fee of \$0.60 per bank account direct debit 1.55% per credit card direct debit will apply to all Ezidebit transactions, which is charged on top of the base membership or enrolment fee.

Member Details

First Name Last Name

Street Address

Suburb State Postcode

Date of Birth

Telephone (day time)

Telephone (mobile)

Email

Emergency Contact

Emergency Contact Name

Emergency Contact Telephone

Membership Plan

Gold Gym & Fitness Creche Pool
 24hr Gym Other Upfront Concession
 Teen Direct Debit*

*A joining fee of \$59 applies for direct debit memberships. This is a one off fee payable at the commencement of the membership.

Membership Number

Bank Account Details

Name of Financial Institution

Branch Name or Address (where account is held)

Name of Account Holder (exactly as on account)

Type of Account (Credit Card not accepted)

BSB Number - Account Number

Application Declaration

I authorise and request Ezidebit User ID 342190, 342191, 428198, until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my account at the Financial Institution identified above as instructed by me or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Agreement (DDRSA) as amended from time to time.

I 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 acknowledge that this direct debit arrangement and membership is governed by the terms of Authorisation as in the DDRSA attached to this request.

I request the monthly debit fees \$_____ to be debited from my account monthly, commencing one month from the day of joining.

First Deduction ____/____/____

I understand that direct debit memberships continue indefinitely until such time as I request its cancellation in writing. Cancellations are not permitted on upfront Memberships. No refunds are available for unused portions of memberships.

I have read and accept the terms and conditions set out in the Direct Debit Request Service Agreement.

Signature Date

What motivated you to join? [tick all that apply]

I'm a previous member Word of mouth Radio
 Email Mail Newspaper Social Media
 In-house signage Outdoor advertising
 Other _____

If you were referred by a member, please enter their details below:

Referring Member's Name:

Referring Member's Phone

Definitions

Unless otherwise defined, the following terms are included in this agreement:

CCCLP means Central Coast Council Leisure & Pools, inclusive of PLC, GOP, TAC and WOP.

DDRSA means the Direct Debit Request Service Agreement on page two of this agreement.

Direct Debit Request means the Direct Debit Request between us and you as amended from time to time;

We means Central Coast Council Leisure & Pools,

You means the Customer who signed the Direct Debit Request.

Direct Debit Request Service Agreement

I hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I have with the Business.

I acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I acknowledge that the details of my nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I will contact my financial institution if uncertain of the accuracy of these details.

I acknowledge that it is my responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my or its financial institution.

I acknowledge that there may be a delay in processing the debit if:

- a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
- a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
- there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my agreement with the Business or as may be agreed by me and the Business. I do not require Ezidebit to notify me of the variation to the debit amount.

I acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I will contact the Business if I wish to alter or defer the Debit Arrangement. I acknowledge that any request by me to stop or cancel the Debit Arrangement will be directed to the Business.

I acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I will contact my/our financial institution.

I acknowledge that if a debit is returned by my financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me to Ezidebit. I will also be responsible for any fees and charges applied by my financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I appoint Ezidebit as my agent for the control, management and protection of my personal information (relating to the Business and this Direct Debit Request)

which is disclosed to Ezidebit. I irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I hereby irrevocably authorise, direct and instruct any third party who holds/stores my personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I authorise:

- Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
- My/our financial institution to release information allowing Ezidebit to verify my/our account details.

Membership Terms and Agreement Conditions of Entry and Member Responsibilities

1. You are advised to consult with a medical practitioner prior to commencing any exercise program.
2. Conditions of Entry, Rules, Regulations and Signage form a part of these Terms and Agreement. You must adhere to all regulations and signage relating to the CCCLP or membership rights may be withdrawn, and the membership card reclaimed.
3. You are responsible for your personal property, belongings, and valuables at all times. To the extent permitted by law, CCCLP, its employees or its contractors are not liable for any loss, or damage to personal property, belongings or valuables.
4. You are required to present your membership card at entry at all times. Membership Cards remain the property of the CCCLP and may be withheld from un-financial members. Should a membership card be lost, a nominal charge of \$5.00 will be levied against the member for its replacement.
5. The Management of the CCCLP reserves the right to restrict or alter access (at any time without prior notice to the members), to any part of the CCCLP. You are advised that the availability of some facilities shall be restricted during peak times. Please be advised that 25/50m pools are regularly unavailable due to the hosting of many

different events and activities.

6. The following Conditions of Entry apply to CCCLP facilities:

- a. Access to facilities**
CCCLP Management reserves the right to adjust availability and access to facilities within this centre without notice.
- b. Admission of carers for people with special needs**
Carers of people with special needs will be granted free access to the CCCLP when accompanied by a person with special needs. The carer must stay and look after their companion at all times whilst in the CCCLP.
- c. Adult entry price**
Customers 17 years and over are required to pay adult entry prices, unless an appropriate concession card is shown at time of entry.
- d. Concession Entry Fees**
Concession entry is available for holders of current Government Pension Card, Veterans Affairs Card and Seniors Cards. Cards must be presented, and other identification may be requested.
- e. Consumption of / or under the influence of alcohol and other drugs**
Consumption of alcohol is not permitted within the CCCLP facilities or grounds without the permission of the Centre Management. Entry will not be permitted if you are or appear to be under the influence of alcohol or other prohibited drugs.
- f. Contagious Infections**
Entry will not be permitted for people who appear to be suffering from any contagious, infectious, cutaneous disease or complaint.
- g. Keep your centre beautiful**
Please put your rubbish in the bins provided.
- h. No glass or sharp objects**
Entry will not be granted to people carrying glass containers or any object that is not required for a constructive use within the CCCLP.
- i. No smoking**
In the interest of comfort and safety for all, smoking is not permitted within the indoor or outdoor areas of the CCCLP.
- j. Private coaching in centre**
As the CCCLP have available and run its own programs within the CCCLP, private coaching, training and teaching of any kind is not permitted.
- k. Rights of others within the CCCLP**
You are reminded to respect the rights of other patrons to use and enjoy the centre.
- l. Security cameras**
The CCCLP has both video and still surveillance cameras always operating. Entry to the CCCLP gives management the right to use images taken for security & investigation.

m. Suitable attire

Swimmers are required to wear recognisable bathing attire in the pool and spa, T-shirts and street clothing is not acceptable. Gym users are required to wear appropriate gym wear and shoes and use a towel at all times. Sports hall participants must wear suitable, non-marking sports shoes.

n. Supervision of children

All children under 4 years of age must be accompanied with a responsible adult who stays in the pool and within arm's reach of the child at all times.

All children between 5 – 9 years of age must be accompanied and supervised by a guardian over 17 years of age.

Parents/supervisors cannot attend gym, pool, spa, group fitness or other activity and leave children unsupervised in the CCCLP.

7. The following additional **Pool Hall Rules and Regulations** must also be complied with by CCCLP pool patrons:

- a. Mobile phones are not permitted in change rooms.
- b. No ball games unless permitted by CCCLP staff.
- c. No bombing, backflips, somersaults or jumping from shoulders.
- d. No diving unless supervised by a suitably qualified person. E.g. Swim coach
- e. No running on pool deck.
- f. Pool patrons must adhere to all Lifeguard instructions.
- g. Use of the Spa, Sauna and Steam Room requires payment of an additional fee and wearing of a wristband.

8. The following additional **Gym Conditions of Use** must be complied with by gym patrons:

- a. We recommend you seek advice from staff prior to using any gym equipment.
- b. Please be advised there are periods when the gym is not staffed. Please refer to staffed times on display. We recommend only experienced gym users use the gym during these periods.
- c. Work boots and other dirty footwear is not permitted in the gym.
- d. Food is not permitted in the gym.
- e. You must retain proof of membership or payment at all times while using the gym.
- f. You are required to return all weights and pack away equipment after use. Please be advised that behaviour such as dropping weights is not tolerated.

Cooling Off Period

9. Note this agreement is subject to 14 days cooling off period.

Changes to Membership, Suspension and Cancellation by Members

10. Members must notify the CCCLP of any change to membership including personal details or payment details by updating their details via their online account.

11. Membership cancellation and suspensions can be submitted online with immediate effect. Any direct debit cancellation or suspension processed by Leisure Centre staff must be provided in writing via emailing the relevant centre and require 14 days to take effect.

12. Back dating of membership suspension can only be completed by contacting the Leisure Centre direct and will only occur on the provision of a Medical Certificate.

13. Total suspension allowance is 1 month per 12-month period. Unused suspension benefits cannot be accrued.

14. Cancellations are not permitted on upfront Memberships. No refunds are available for unused portions of memberships.

15. No refunds will be granted to members who do not comply with these terms and agreements.

16. Members can upgrade or downgrade membership at any time via the online portal. Changes to direct debit memberships will take effect from the next billing date.

17. All direct debit memberships continue indefinitely until such time as the customer cancels the authority in accordance with these Terms and Agreement. Cancellation of this authority remains the full and complete responsibility of the customer and CCCLP will not be liable for the refund of any unused membership.

Cancellation of membership by Leisure Centre / Council

18. The Management of the Leisure Centre reserves the right to refuse or cancel the membership of any person in the following circumstances:

- a. You fail to abide by the Conditions of Entry and signage displayed in the CCCLP after being notified of a failure; or
- b. You fail to abide by these Terms and Agreements and the breach is incapable of remedy or is not rectified within 14 days of being notified by CCCLP Staff of the breach; or
- c. To protect the health and safety of You or other members or CCCLP Staff; or
- d. CCCLP Staff are of the reasonable belief that You have engaged in conduct that infringes the health, safety, wellbeing of any other member or CCCLC Staff.

Membership Charges

19. The CCCLP Management reserves the right to alter membership charges at any time, provided that notice of intention to alter the charges is notified to members twenty-eight (28) days prior to the alteration taking effect. Direct debit memberships are fixed for the first twelve (12) months.

Release and Indemnity

20. Participation in activities at or organised by CCCLP by You or your child/ward is at Your own risk and You acknowledge that use of the CCCLP facilities and equipment may involve risk of injury, whether caused by You or another party. By accepting these Terms and Agreement, you agree that CCCLP will not be liable, to the extent permitted by law, for any loss, injury, damage or theft of personal property belonging or brought into the CCCLP premise by you, or for any death, personal injury or illness on CCCLP premises, or from using CCCLP facilities or equipment.

21. This liability is reduced proportionally to the extent that an act or omission of CCCLP or its employees or contractors may have contributed to the injury, damage or loss.

Updates to Terms

22. These Terms and Agreements are subject to change. CCCLP will provide you with written notice by email 28 days prior to a change taking effect.

Personal Information and Privacy

23. CCCLP is required to comply with the Privacy & Personal Information Protection Act (PIIP Act 1998).

24. Personal information provided to Council and CCCLP is subject to the PIIP Act. The personal information on this Membership Form is being collected for the purpose of membership of the selected CCCLP. The information collected will be used only to provide you with details about the CCCLP, activities that you have expressed an interest in, related administrative functions, compliance and complaint handling, internal auditing and in accordance with Council's Privacy Management Plan and Privacy Statement which can be found on Council's website. Please advise if you do not want your details recorded for this purpose.

25. You may access, correct or update your personal information by using the online portal or contacting your nearest CCCLP.

26. All information provided to CCCLP is strictly confidential.

Teen and Youth Memberships

27. Members under the age of 18 are subject to special conditions under Teen and Youth memberships. The following special conditions apply to members under 18 years of age:

- a. a parent or guardian must endorse their membership; and
- b. must undertake an appointment with a fitness trainer prior to their first attendance.

Chreche Membership

28. Crèche Membership is only valid for children listed on the parent/ guardian Medicare Card. Crèche memberships is only available with a current centre membership.

Entire Agreement

29. These Terms and Agreement and the DDR Service Agreement, and any Special Conditions constitute the entire agreement, understanding and arrangement (express and implied) between You, CCCLP and Ezidebit.

I have been supplied, read and understood the conditions of membership and the information provided are completed on this form, including the terms and conditions on the reverse side.

Member's Name:

Signature

Date

If under the age of 18 years, a parent/guardian must sign below.

Parent / Guardian's Name:

Signature

Date