



# Membership Form

## Direct Debit Agreement



Request for Direct Debit: Central Coast Council - Leisure and Pools (Toukley Aquatic Centre, Lake Haven Recreation Centre and Wyong Olympic Pool)

*Note: All information provided to Council is strictly confidential. Simply complete this form and return in person to Central Coast Council Leisure and Pools.*

### Direct Debit Request Service Agreement (DDRSA)

- By signing the Direct Debit Request, you authorise Central Coast Council Leisure & Pools (User ID 313292) to arrange for funds to be debited from your account in accordance with the agreement.
- We will advise you 14 days in advance of any changes to the Direct Debit Request.
- For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment you should:
  - Contact Council in writing and address to Central Coast Council, Leisure & Pools, PO Box 21 Gosford NSW 2250, telephone 4304 8020.
  - Allow for 14 days for the amendments to take effect or to respond to a dispute. If our investigations show that your Account has been incorrectly debited, you will receive a refund of the drawing amount. If our investigations show that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.
- You should be aware that:
  - direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
  - You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution. If you are in any doubt, please check with your Financial Institution before completing the drawing authority.
- It is your responsibility to ensure that:
  - sufficient cleared funds are in the Account when the payments are to be drawn;
  - the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
  - suitable arrangements are made if the direct debit is cancelled:
    - by yourself;
    - by your Financial Institution; or
    - For any other reason.
- Payment due date is first business day of each month. If the due date for payment falls on a day other than a Banking Business Day, the payment will be debited to your account on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with CCCLP on 4304 8020.**
- For returned unpaid transactions, the following procedures or policies will apply:
  - we treat the payment as if it was never made;
  - services may be suspended until the outstanding charges are paid; and/or
  - A dishonour fee in line with Council's current Fees and Charges may be applied to your account for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.
- All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

### Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

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

**Financial Institution** is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

**CCCLP** means Central Coast Council Leisure & Pools

**We** means Central Coast Council Leisure & Pools.

**You** mean the Customer/s who signed the Direct Debit Request.

**LHR** means Lake Haven Recreation Centre.

**WOP** means Wyong Olympic Pool.

**TAC** means Toukley Aquatic Centre.

### Membership Terms and Agreement

- Members must adhere to all By-Laws, regulations and signage relating to the CCCLP or membership rights may be withdrawn and the membership card reclaimed.
- Members must notify the Management of the CCCLP of any change to membership including personal details by completing a variation form. Changes to bank account details must be received by the 15th of the month to take effect for the next monthly deduction.
- Members must notify the CCCLP of cancellation of direct debit membership fifteen (15) days prior to the end of the month prior to cancellation taking effect, by completing a variation cancellation form. Cancellations not permitted on upfront Memberships. No refunds are available for unused portions of memberships.**
- No refunds will be granted to members who do not comply with these terms and agreements
- Members can upgrade or downgrade membership at any time – requests must be received by the 15th of the month by completing a variation form. Admin fee applies.
- The Management of the CCCLP reserves the right to refuse or cancel the membership of any person in its absolute discretion.
- 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. Members are advised that the availability of some facilities shall be restricted during peak times. Please be advised the 25/50m pool will be regularly unavailable due to the hosting of many different events and activities.
- 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 fourteen (14) days prior to the alteration taking effect.
- Should any question of interpretation or construction of these rules and regulations arise, then the decision of the Management of the CCCLP, in relation to that question shall be final, and no claim for compensation or damages or refund may be made by members against Central Coast Council and/or Management of CCCLP. Conditions of membership are subject to change, current conditions are available at centre reception, and current conditions will apply on all issues.
- Time stop conditions - back dating of time stop amendments will only occur on the provision of a Medical Certificate. Time stop for other reasons must be requested in advance by completion of a variation form. Total time stop allowance is 1 month per 12 month period. Unused time stop benefits cannot be accrued. Time stop requests must be made in person with members' written request.
- TAC operates under the NSW Fitness Industry Code of Practice.
- Privacy & Personal Information Protection Act (PPIPAct 1998). Personal information provided to Council and CCCLP is subject to this act. Such personal information will be used only to provide you with details about the centre and the activities that you have expressed an interest in. Please advise if you do not want your details recorded for this purpose. All information provided to council is strictly confidential.
- Unrestricted memberships are permitted to people aged 17+. Youth memberships are subject to special conditions.
- Crèche Membership is only valid for children listed on the parent/guardian Medicare Card. Crèche memberships is only available with a current centre membership.
- Members are required to present their 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.
- Note this agreement is subject to 7 days cooling off period.
- Site specific terms and conditions of entry apply to all users at all times.