

Membership Form

Direct Debit Request

Request for Direct Debit: Central Coast Council - Leisure and Pools

Lake Haven Recreation Centre, Gosford Olympic Pool, Toukley Aquatic Centre,
Wyong Olympic Pool, Peninsula Leisure Centre

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

Note: All information provided to Council is strictly confidential.
Simply complete this form and return in person to one of the Leisure Centres or Pools.



Leisure
Centres

MEMBER DETAILS

First Name

Last Name

Street Address

Suburb

State

Post Code

Date of Birth

Telephone (day time)

Telephone (mobile)

Email

EMERGENCY CONTACT

Emergency Contact Name

Emergency Contact Telephone

MEMBERSHIP PLAN

☐ Gold ☐ Gym & Fitness ☐ Crèche ☐ Pool ☐ 24hr Gym ☐ Other
☐ Direct Debit* ☐ Upfront ☐ Concession ☐ Teen & Sport

*A joining fee of \$59 applies. This is a one-off fee and payable at the commencement of the direct debit membership with a pro-rata monthly fee payable at the time of joining.

MEMBERSHIP ACKNOWLEDGEMENT

Participation in activities at or organised by Central Coast Council Leisure and Pools (CCCLP) is at your risk. When you are (your child/ward is) at the CCCLP or involved in an activity not at the CCCLP but organised, approved or endorsed by CCCLP or Central Coast Council, such involvement is at your own risk and you have no claim against CCCLP or Council for any personal injury or loss which arise.

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's/Guardian's Name

Signature

Date

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/We authorise and request Ezdebit 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/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 Service Agreement (DDRSA) as amended from time to time.

I/We agree to advise Council in writing of the cancellation of this authority in writing and will not hold Council responsible from my/our not doing so.

By signing this DDR, I/we acknowledge that this direct debit arrangement and membership is covered by the terms of Authorisation as in the DDRSA attached to this request.

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

First Deduction _____/_____/_____

I/We understand that direct debit memberships continue indefinitely until such time as I/we request its cancellation in writing. Please refer to the reverse of this agreement.

IMPORTANT

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 is 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.

Signature

Date

Signature

Date

What motivated you to join? (tick all that apply)

☐ I'm a previous member/visitor ☐ 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 _____

DDR SERVICE AGREEMENT

I/We 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/We 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/us 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/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our 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/We acknowledge that the details of my/our 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/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that is my/our 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/we 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/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We 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/We 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/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

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

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

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our 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/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We 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/We 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/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our 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/our 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/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We 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.

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 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.

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

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.

GOP means Gosford Olympic Pool.

PLC means Peninsula Leisure Centre.

TAC means Toukley Aquatic Centre.

LHRC means Lake Haven Recreation Centre

We means Central Coast Council Leisure Centre & Pools.

WOP means Wyong Olympic Pool.

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

MEMBERSHIP TERMS AND AGREEMENT

- Members must adhere to all regulations and signage relating to the Leisure Centre or membership rights may be withdrawn and the membership card reclaimed.
- Members must notify the Leisure Centre of any change to membership including personal details or payment details by updating their details via their online account.
- 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.
- Cancellations are 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 via the online portal. Changes to direct debit memberships will take effect from the next billing date.
- All direct debit memberships continue indefinitely until such time as the customer cancels the authority per points 2 & 3. Cancellation of this authority remains the full and complete responsibility of the customer and Central Coast Council will not be liable for the refund of any unused membership.
- The Management of the Leisure Centre reserves the right to refuse or cancel the membership of any person in its absolute discretion.
- The Management of the Leisure Centre reserves the right to restrict or alter access (at any time without prior notice to the members), to any part of the Leisure Centre. Members 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.
- The Leisure Centre 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. Direct debit memberships are fixed for the first twelve (12) months. Excluding creche membership
- Should any questions of interpretation or construction of these rules and regulations arise, then the decision of the Management of the Leisure Centre, 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 Leisure Centre. Conditions of membership are subject to change, current conditions are available at centre reception, and current conditions will apply on all issues.
- 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.
- Total suspension allowance is 1 month per 12 month period. Unused suspension benefits cannot be accrued.
- Leisure Centre operates under the NSW Fitness Industry Code of Practice. Privacy & Personal Information Protection Act (PPIPAct 1998). Personal information provided to Council and Leisure Centre 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.
- Teen and 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 Leisure Centre, 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.
- Patrons are advised to consult with a medical practitioner prior to commencing any exercise program.
- These conditions are subject to change, for the most up to date terms and conditions please speak with Leisure Centre staff.