

DIRECT DEBIT REQUEST

Victorian YMCA Community Programming
P/L ABN 75 092 818 445

Swimming Lessons

Centre name:

Responsible Person/
Family Number

Student Number

Member/Student Details

First Name Last Name

Title Mr Mrs Ms Miss Dr Male Female Gender Diverse D.O.B / /

Address
Suburb Postcode

Contact Phone Email

Involvement in the program/activity/service may involve strenuous activity in a variety of environments. (Eg: health club, gymnasium, pool, outdoors and stadium)
I know of no reason, medical or otherwise that may impact or impede participation/learning in the activity/program/service for which I am enrolling. In accordance with the Health Records & Privacy Legislation I advise details below that may impact on my/my child's participation.

Medical information

Parent or Guardian Details – Responsible Person

First Name Last Name

Title Mr Mrs Ms Miss Dr Male Female Gender Diverse D.O.B / /

Contact Phone Email

Debit Account Holder Contact Phone Email

Emergency Contact Name Relationship Phone Number

Membership/Program Details

Class Level First Lesson Start Date / /

Day Time Start Up Fee \$.

First Debit Date / / Pro rata Fee \$.

Fortnightly Agreed Debit \$. Amount Paid \$.

Direct Debit Request

Direct Debit from a Bank Account, Building Society or Credit Union

Name of Financial Institution Branch Name

BSB Number Account Number

Account in the name of

Direct Debit from a Credit Card

Name on Card Expiry Date /

Credit Card No. Mastercard Visa

I authorise and request the Victorian YMCA Community Programming Pty Ltd - (Direct Debit User ID 403017) to debit my account through the Bulk Electronic Clearing System (BECS.)

Signature Member x Responsible Person/
Guardian Signature x Date / /

Signature/s (Account Holder) x Date / / x Date / /

Staff Sign x Staff Name

Acknowledgement:

By signing this Direct Debit Request, I acknowledge that this arrangement is governed by the terms and conditions as outlined in the Client Service agreement received from the Victorian YMCA. I have read, understood and have had access to a written copy of the Membership Agreement/s Terms and Conditions. I also acknowledge that I will not hold YMCA Victoria, its facilities, licensees agents or employees liable for any loss or injury whatsoever which may be sustained while at a YMCA Victoria managed centre subject to my statutory rights. I further acknowledge that I have not relied upon any promise, statement or representation other than those contained in the Agreement.

Direct Debit Request (DDR) Client Service Agreement

1. This is a Direct Debit request and membership Service agreement under which you agree to become a member of YMCA Swimming Lessons managed by Victorian YMCA Community Programming Pty Ltd ABN 75 092 818 445 (YMCA Victoria). When you sign this form, you are entering into a legally binding agreement. This agreement is made up of the terms contained in this form including the membership details below plus any special conditions, the available Terms and Conditions (Terms) and any other document attached to or referred to in this form such as our Rules and Privacy Policy. This form sets out your rights to use our exercise facilities and services, and the obligations you have to comply with as a member. Your responsibilities under this agreement, including payment of membership fees, do not depend on how often you use the facilities and services rather than provide you entitlement to use. You promise to tell us if at any time you believe that you may not be able to comply with your obligations under this agreement including the payment of fees, so we can discuss your options with you.
2. **PARTIES TO CONTRACT:** Council or Contract partner where applicable is the owner of the Centre. YMCA Victoria Community Programming Pty Ltd holds the management's rights to the Centre. The "Centre" means the facility providing the service for which the Customer is paying. The "Customer" means you: the person or party signing this Contract. All communication relating to this contract is to be sent directly to your YMCA Victoria managed Centre YMS is YMCA Membership Service who may communicate or act on behalf of the centre in relation to any items pertaining to this contract. Phone 1300 760 379 Email Yms.support@ymca.org.au
3. **PAYMENTS:** Your YMCA Victoria managed Centre will debit your nominated account for the amount and frequency of payments in advance as agreed on the YMCA DDR Contract signed and accepted by you, or any later amendment to the amount and frequency of payment that is accepted by you. If the nominated day of your debit falls on a public holiday or weekend, Your YMCA Victoria managed centre will debit your account on the next business day. If you are uncertain as to when the debit will be processed, please inquire with your Financial Institution. It is your responsibility to have clear funds in your account on the due date of the direct debit. By signing this Contract you are agreeing to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 6 below. Should there be any arrears in payments your YMCA Victoria managed centre will be authorised to debit the outstanding balance in order to bring your account up to date. It is your responsibility to advise us if the account nominated by you to receive the Victorian YMCA Direct Debit drawings is transferred or closed. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Victorian YMCA Direct Debit drawing.
4. **MEDICAL SUSPENSIONS:** Swimming Lesson members are able to suspend their membership for medical reasons, given the provision of a valid medical certificate at the time of lodgement that covers all days of the suspensions. Medical suspensions are exempt from any administration fee. Medical suspensions are permissible for a minimum of two weeks and a maximum of eight weeks. Medical suspensions can be backdated up to a maximum of one month. All suspensions must be completed on a Program Amendment. Lodgement of a written request means all membership entitlements are forfeited during the suspension period.
5. **MISSED CLASSES:** Please refer to your YMCA Victoria managed centre website for the Terms and Conditions relating to missed classes.
6. **CANCELLATION:** This contract shall continue indefinitely until such time as the customer requests cancellation in writing to their YMCA Victoria managed centre. There will be a period of notice of 14 days unless otherwise specified by the YMCA Victoria managed centre between the date of request and the date of actual termination during which any payments due must still be paid in full; this may be a pro rata of the fortnightly debit fee.
7. **DISHONORED PAYMENTS:** Should your payment be dishonoured or fail, your YMCA Victoria managed centre will attempt to contact you by SMS, email or by mail to your last known contact. We will debit you an additional administration fee of \$10 with your next payment and, if we have not received instructions to the contrary from you, debit both the current due payment and the now overdue payment(s) on the same day. In the event of payments being dishonoured on two consecutive occasions your YMCA Victoria managed centre reserves the right to terminate your contract. Your YMCA Victoria managed centre may additionally charge any other fees incurred by us in collecting an outstanding balance.
8. **ADDITIONAL RESPONSIBILITIES:** Direct Debit, through BECS, is not available on all accounts. You are advised to check with your financial institution their account details before completing the DDR. You are responsible for ensuring that your nominated bank account or credit card is able to accept direct debits. If it is not, it is your responsibility to provide your YMCA Victoria managed centre with a new bank account or credit card number. It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution where the account is based. You the customer are responsible to notify the YMCA Victoria managed centre of any changes to your debit details or contact details by completing a Program Amendment Form or contacting your YMCA Victoria managed centre, advising of your requirements no less than 3 business days prior to the due date. Confirmation is via copy of your Program Amendment Form or return email. The customer is responsible for forwarding all correspondence to the bank account or credit card holder.
9. **INCREASE IN FEES AND CHANGE OF TERMS:** YMCA Victoria; may at any time upon sending an email or written correspondence to your last known contact address and giving you 30 days notice: increase the fortnightly agreed amount or make changes to Terms and Conditions; If you have any queries in relation to any proposed changes please contact your YMCA Victoria managed centre
10. **DISPUTES:** All disputes regarding a direct debit payment should be referred to your YMCA Victoria managed centre in person, by telephone, email YMCA Centre, or via your nominated Financial Institution.
11. **PRIVACY:** YMCA Victoria and our council partners acknowledges and respect the privacy of individuals. The information that is being collected on this document is for the purposes of processing your membership or enrolment and financial institution payments if applicable. YMCA Victoria, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, may be recipients of this information. By joining or enrolling in a program at the local Centre you have also become a member of YMCA Victoria. YMCA Victoria owns the data submitted on this form. YMCA Victoria uses a range of mediums to communicate with its members. You have the right to access and alter personal information protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2012). Full details of YMCA Victoria Privacy Policy can be found in the policies section of our website at www.victoria.ymca.org.au.
12. **CUSTOMER CONDUCT:** Inappropriate behaviour - physical, verbal or otherwise - by customers towards any employee, contractor, member or patron may result in cancellation of membership and/or removal from the premises. Your YMCA Victoria managed centre reserves the right to refuse entry to any person, request any person to leave and or cancel any membership in accordance with these terms and conditions. Items that in the opinion of YMCA Victoria employee could cause harm or public nuisance are not permitted within the facility.