

YMCA SA Client Service Agreement

- 1. INTRODUCTION** This document outlines the rights and responsibilities that you have with regard to the authority of the Port Lincoln Leisure Centre to directly debit your nominated bank account or credit card for any instalments or fees due by you under the terms and conditions of the Contract and DDR Service Agreement, the terms of which are stated below. Should you have queries regarding your Contract or this DDR form you should in the first instance contact the Port Lincoln Leisure Centre on phone 08 8683 4949.
- 2. PARTIES TO CONTRACT** The “Centre” means the organisation providing the service for which the Customer is paying. The “Customer” means you: the person or party signing this Contract. The “Port Lincoln Leisure Centre,” is the Port Lincoln Leisure Centre, 2 Jubilee Road, Port Lincoln 5606 phone 08 8683 4949. All communication relating to this contract is to be sent directly to the Port Lincoln Leisure Centre.
- 3. PAYMENTS** The Port Lincoln Leisure Centre will debit your nominated account for the amount and frequency of payments in advance as agreed on the Port Lincoln Leisure Centre 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, the Port Lincoln Leisure Centre will debit your account on the next business day. 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 7 below. Should there be any arrears in payments, the Port Lincoln Leisure 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 Port Lincoln Leisure Centre 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 Port Lincoln Leisure Centre Direct Debit drawing.
- 4. SUSPENSIONS & MISSED LESSONS** If you are unable to attend a lesson or if your lesson falls on a public holiday, you are entitled to a make-up lesson aligned with our Make-Up Lesson Policy terms. If you are unable to attend 2 or more consecutive lessons due to medical reasons, you may place your account on medical suspension at no charge. Medical suspensions cannot be back-dated and require a supporting medical certificate and Program Amendment form to be submitted to customer service. Suspensions over 6 weeks will be removed from their class and re-enrolled into a suitable class with vacancy upon return. Full Make-up Lesson & Suspension terms and procedures can be found online or by enquiring at customer service. Under no circumstance will missed lessons result in a refund.
- 5. HOLIDAY SUSPENSIONS** No swimming lessons are scheduled over a 4 week holiday break extending the last 2 weeks of December and first 2 weeks of January. You have the option of placing your membership on hold for this period at no charge by completing a form at customer service. If no form is received, debits will continue over this period and you can utilise the Centre for unlimited swimming over the holiday break.
- 6. CANCELLATION** The Centre requires 14 days written notice of cancellation, which means one more direct debit will be charged after the cancellation request form is submitted to customer service. Your access to the Centre and lessons will cease 14 days after the last direct debit payment. All outstanding fees must be paid in full prior to cancellation. We reserve the right to cancel your swimming lesson membership if two or more direct debit drawings are returned unpaid by your nominated Financial Institution and you fail to arrange an alternate payment method. Credits on your account are non-refundable. The Centre advises you to contact your Financial Institution to confirm the termination of further direct debits after any final payments are successfully paid.
- 7. DISHONORED PAYMENTS** Should your payment be dishonored, the Centre will contact you by SMS, email or mail using the contact details provided to us. You will incur a \$15 administration fee for all dishonored/failed payments. Unless otherwise arranged and paid prior, the \$15 administration fee, overdue membership fees and current due membership fees will all be debited on your next direct debit payment. We reserve the right to terminate your Contract if two consecutive payments are dishonored. The Centre may additionally charge any other fees incurred by us collecting an outstanding balance.
- 8. ADDITIONAL RESPONSIBILITIES** You are responsible for ensuring that your nominated bank account or credit card are correct and able to accept direct debits. Direct debit rejections for any reason, including expired credit cards, incur a \$15 administration fee automatically added to your next direct debit. Changes to your account or direct debit details must be provided at minimum 3 days prior to the next direct debit by submitting an Amendment Form to customer service. 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. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.
- 9. INCREASE IN FEES AND CHANGE OF TERMS** The Port Lincoln Leisure Centre may at any time upon sending written notice by mail, email or a Centre newsletter to your last known address and giving 30 days notice, increase the installment amount, new frequency and debit date schedule.
- 10. DISPUTES** All disputes regarding a direct debit payment should be referred to the Port Lincoln Leisure Centre in person, by telephone 08 8683 4949, or mailed to the Port Lincoln Leisure Centre, 2 Jubilee Road, Port Lincoln 5606 or via your nominated Financial Institution.
- 11. ENTITLEMENT** Provision of services provided by the Centre may change and for the purposes of this Contract is based on “entitlement” to use and not on actual use. By signing this agreement you are agreeing to be bound by the rules and conditions of the Centre. The Management at the Port Lincoln Leisure Centre reserves the right to cancel the rights of any member not complying with the conditions of membership or rules of the Centre at any time.
- 12. PROVISION OF SERVICE** Change of location or ownership or the name of the Centre does not absolve you of your responsibilities under the terms and conditions of this Contract.
- 13. CREDIT/DEBT REPORTING AGENCIES** The Port Lincoln Leisure Centre will be authorised to notify any debt collection/credit-reporting agency upon default by you in regard to any obligation under this Contract. Should this occur then at the Port Lincoln Leisure Centre's sole discretion, it may terminate your contract at which time the full outstanding balance for the remainder of the minimum term or payments including any current arrears shall be due immediately in full. In addition the Port Lincoln Leisure Centre shall add \$30 to the outstanding debt as its fee for dealing with the defaulting member. The Port Lincoln Leisure Centre is further authorised to add any further amount to the outstanding debt that might be reasonably incurred by them in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred.
- 14. ENTIRE AGREEMENT** This Contract and DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between you, the Customer, the Port Lincoln Leisure Centre relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.
- 15. PRIVACY** The Port Lincoln Leisure Centre acknowledges and respects 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. The Port Lincoln Leisure Centre, its authorised staff and contracted service providers such as financial institutions and Government agencies covered by law, maybe recipients of this information. By joining or enrolling in a program at the local Centre you have also become a member of the Port Lincoln Leisure Centre. You will receive communications from the Port Lincoln Leisure Centre from time to time to update you on items relating to your membership. The Port Lincoln Leisure Centre uses a range of mediums to communicate with its members including, but not exclusive to, direct mail, email, SMS and telephone. If you do not wish to have your information contained in this document used or disclosed for this purpose the Port Lincoln Leisure Centre will be unable to process your membership or enrolment. You have the right to access and alter personal information protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001). Full details of the Port Lincoln Leisure Centre Privacy Policy can be obtained on request at the Centre or on line at www.portlincolnleisurecentre.ymca.org.au
- 16. LIABILITY** To the extent permitted by law, the Port Lincoln Leisure Centre shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. The Port Lincoln Leisure Centre is not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use the Centre at your own risk.

IMPORTANT TERMS
YOU NEED TO KNOW

Responsible Person Initial

Responsible Person Initial

Responsible Person Initial

Responsible Person Initial

Responsible Person Initial