

YMCA Aquatic and Events Services Ltd Client Service Agreement

1. **INTRODUCTION** This document outlines the rights and responsibilities that you have with regard to the authority of SA Aquatic & 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 SA Aquatic & Leisure Centre on phone 08 8198 0198.
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. "SA Aquatic & Leisure Centre" is SA Aquatic & Leisure Centre, 443 Morphett Road, Oaklands Park, South Australia, 5046 phone 08 8198 0198. All communication relating to this contract is to be sent directly to SA Aquatic & Leisure Centre.
3. **PAYMENTS** SA Aquatic & Leisure Centre will debit your nominated account for the amount and frequency of payments in advance as agreed on the YMCA Aquatic and Events Services Ltd 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, SA Aquatic & 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 SA Aquatic & 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 YMCA Aquatic and Events Services Ltd 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 YMCA Aquatic and Events Services Ltd Direct Debit drawing.
4. **FAMILY/CONCESSION MEMBERSHIPS** Eligibility for family membership is defined as having two or more members who consider themselves a family, with at least one member being an adult holding a non-program membership; all payments are to be debited from one bank/credit account. Concession discount is available for memberships, excluding programs memberships upon presentation of an appropriate concession card or full time student card. Full details of accepted concession cards can be obtained from the Centre. Holders of concession memberships are required to present current evidence of concession status within 2 weeks if requested. Failure to provide updated concession information or to meet the minimum family membership requirements will result in the membership automatically reverting to the appropriate non-discounted price. In the case that a family member who is the payer of other memberships cancels their own membership, payments for the other memberships will continue from the original account until the Centre is provided with new account details. Total discount cannot exceed 40% of full rate.
- 5a. **SUSPENSION OF MEMBERSHIPS** (excluding Program Memberships) Memberships may be suspended (deferred) for a minimum of two weeks and a maximum of 26 weeks at a time by completing an amendment form in writing at the Centre. This request must be lodged a minimum of three business days prior to the start date of suspension and the first proposed reduced payment date. **The first 4 weeks of suspension per calendar year are free after which suspension will be charged at \$5 per week.** All medical suspensions are free of charge upon presentation of a valid medical certificate that covers all requested dates of suspension. Medical suspensions can only be backdated for one month.
- 5b. **SUSPENSION OF MINIMUM TERM MEMBERSHIPS** Minimum term memberships can be suspended as per clause 5A however the suspension time will extend the minimum term accordingly.
6. **SUPPLY PERIOD** The supply period is for 14 consecutive days from the date of the most recent automated debit payment.
7. **CANCELLATION** The Customer may terminate this Contract by completing a Cancellation Request form at the centre before the expiry of the minimum term or if all the instalments and fees due up to the date of termination are paid, and in addition the cancellation fee as specified on the front of this Contract is paid to SA Aquatic & Leisure Centre. Once the cancellation fee or the balance of the minimum term has been paid the contract ceases. After the expiry of the minimum term or payments, and after all instalments and fees due have been paid in full, this Contract shall automatically terminate.
8. **DISHONORED PAYMENTS** Should your payment be dishonoured, SA Aquatic & Leisure Centre will attempt to contact you by telephone or by mail sent to your last known address. We will debit you an additional administration fee of \$15 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 SA Aquatic & Leisure Centre reserves the right to terminate your Contract. SA Aquatic & Leisure Centre may additionally charge any other fees incurred by us in collecting an outstanding balance.
9. **ADDITIONAL RESPONSIBILITIES** 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 SA Aquatic & Leisure 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 are responsible for ensuring that your Credit Card expiry date held with the YMCA Aquatic and Events Services Ltd remains current at all times. Any YMCA Aquatic and Events Services Ltd administration fees as a result of an expired credit card will be passed onto you. You are responsible to notify SA Aquatic & Leisure Centre of any changes to your debit details or contact details by completing a Customer Request form advising your requirements no less than 3 business days prior to the due date or contacting SA Aquatic & Leisure Centre. The member/addressee is responsible for forwarding all correspondence to the bank account or credit card holder.
10. **INCREASE IN FEES AND CHANGE OF TERMS** SA Aquatic & 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.
11. **DISPUTES** All disputes regarding a direct debit payment should be referred to SA Aquatic & Leisure Centre in person, by telephone 08 8198 0198, or mailed to SA Aquatic & Leisure Centre, 443 Morphett Road, Oaklands Park, South Australia, 5046 or via your nominated Financial Institution.
12. **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 SA Aquatic & 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. During major events members will not have access to the aquatic areas and parking for all members will be limited. The YMCA Aquatic and Events Services Ltd will notify members via signage in the Centre and on the centre website of upcoming major events.
13. **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.
14. **CREDIT/DEBT REPORTING AGENCIES** SA Aquatic & 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 SA Aquatic & 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 SA Aquatic & Leisure Centre shall add \$30 to the outstanding debt as its fee for dealing with the defaulting member. SA Aquatic & 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.
15. **ENTIRE AGREEMENT** This Contract and DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between you, the Customer, SA Aquatic & 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.
16. **PRIVACY** The YMCA Aquatic and Events Services Ltd 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 YMCA Aquatic and Events Services Ltd, 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 YMCA Aquatic and Events Services Ltd. You will receive communications from the YMCA Aquatic and Events Services Ltd from time to time to update you on items relating to your membership. The YMCA Aquatic and Events Services Ltd 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 YMCA Aquatic and Events Services Ltd 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 YMCA Aquatic and Events Services Ltd Privacy Policy can be obtained on request at the Centre or on line at www.saaquatic.ymca.org.au
17. **LIABILITY** To the extent permitted by law, the SA Aquatic & Leisure Centre shall not be liable or responsible to you for any direct, indirect or consequential injury, loss or damage whatsoever and however arising. SA Aquatic & 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.