

AQUATIC PROGRAMS DIRECT DEBIT REQUEST FORM

The Doone Kennedy Hobart Aquatic Centre, Davies Avenue, Hobart, 7000
 Telephone: 6222 6999 E-Mail: dkhac@hobartcity.com.au ABN: 39 055 343 428

PAYMENT DETAILS

Business details (Business)	
Facility name:	Doone Kennedy Hobart Aquatic Centre
Address:	1 Davies Avenue, Hobart 7000
Phone:	6222 6999
ABN:	39055343428
Customer details	
Full name:	
Date of birth:	
Address:	
Phone:	
Email address:	
Direct debit from bank account, building society or credit union	
Financial institution:	
Account name:	
BSB number:	
Account number:	
<p>Authorisation: I/we authorise you until further notice to debit my/our account with all amounts which Debitsuccess Pty Limited, the registered initiator of the above Authorisation Code may be initiated by Direct Debit. I/we acknowledge and accept that the bank accepts this authority only upon the conditions set out in this form.</p>	
I confirm that I have authority over this bank account and that it can be operated severally:	Please circle one: [yes] / [no]
Credit card (Visa, Mastercard, AMEX)	
Charge my payments to:	
Card number:	
Expiry date:	
Name on card:	
<p>Authorisation: By signing this form I/we authorise Debitsuccess Pty Limited, contracted by and acting on behalf of the Business to collect payments due by me/us pursuant to the Agreement (defined below), to debit payments from my specified Credit Card above, and I/we acknowledge that Debitsuccess will appear as the merchant on my credit card statement. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business and where such instructions from the Business are received by Debitsuccess Pty Limited, I/We do not require Debitsuccess Pty Limited to notify me/us of such variations to the debit amount.</p>	
<p>This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request and the provided DDR Service Agreement which follows, and I/we have read and understood the same.</p>	
Signature: _____	Date: / /

OFFICE USE ONLY

Amount of debit	\$ [_____] fortnightly, continuing until cancellation.
Program information (Please tick box)	<input type="checkbox"/> LTS <input type="checkbox"/> GUARDIANS <input type="checkbox"/> ADULTS <input type="checkbox"/> DISABILITY PROGRAM

Staff Initial: Date: / / Customer ID:



AQUATIC PROGRAM TERMS AND CONDITIONS

1. Refunds	<ul style="list-style-type: none"> ▪ Refunds are available for classes that have been cancelled by DKHAC. ▪ Refunds are available for funds remaining on the customer account after the cancellation date, once the cancellation has been processed and a cancellation date has been applied. ▪ All requests for refunds must be received in writing to the dkhac@hobartcity.com.au email address from the responsible person with the details of where the refund is to be sent. Refunds can be to either a nominated bank account or in the form of a cheque sent to a nominated address.
2. Direct Debit payment of bookings	<ul style="list-style-type: none"> ▪ Direct Debit payments are ongoing, until the customer cancels their booking in accordance with the conditions contained in this agreement and on the DKHAC Direct Debit Request form. ▪ Direct debit customers pay for their classes in advance. ▪ Direct debit is an automatic deduction from a bank account. Direct debit through BECS may not be available on all accounts. The member is advised to check with their financial institution their account details before completing the Direct Debit Request (DDR). ▪ The direct debit takes place every second Monday. If the due date for a payment falls on a weekend or public holiday, the payment will be processed on the next working day. ▪ It is the responsibility of the member to have sufficient clear funds in the relevant account, by the due date, to allow for the payment of debit items according to the DDR.
3. Suspensions	<ul style="list-style-type: none"> ▪ DKHAC Aquatic Programs do not offer suspensions.
4. Cancellation of Direct Debit	<ul style="list-style-type: none"> ▪ To cancel a direct debit the customer must email the DKHAC Aquatic Team at dkhac@hobartcity.com.au no later than 3 days prior to the next debiting date. Cancellations cannot be accepted by telephone. Cancellation emails received later than 3 days prior to the debiting date may not be processed until the following debit period. A cancelled direct debit membership will remain current until the end of the paid in advance component of the membership; refunds are not available.
5. Administration	<ul style="list-style-type: none"> ▪ Customers will be given one (1) months' notice of any changes to these terms and conditions. ▪ DKHAC reserves the right to change its billing provider. ▪ Members will be advised 14 days in advance of any changes to the direct debit arrangements. <p>It is the responsibility of the member to keep their contact details correct with DKHAC.</p> <ul style="list-style-type: none"> ▪ A nominal replacement fee will be charged as listed in City of Hobart Fees and Charges for lost access cards. ▪ Misuse of Centre equipment and misconduct may result in forfeit of bookings. ▪ Non-financial customers may have their bookings cancelled without notice.
6. Change to Fees	<ul style="list-style-type: none"> ▪ Fees are periodically reviewed, and this review may give rise to changes in our applicable fees. You will be advised at least 30 days prior to any change in fees by email, sent to the preferred email address you have given us. ▪ Direct Debit members who do not wish to accept an increase in fees are required to cancel their bookings. ▪ If you do not wish to cancel your booking you will be required to pay any revised fees from the date from which the change becomes effective and your direct debit payments will be amended accordingly.
7. Use of access cards	<ul style="list-style-type: none"> ▪ For the person listed, information will not be shared without permission from the customer, access cards are to be used by customer only at risk of booking cancellation immediately
8. Access outside of lesson times	<ul style="list-style-type: none"> ▪ All current customers with a current financial booking with the Aquatic Program will have free access to the Centre for the entirety of the swim year. The swim year is defined as running FROM the first day of the first term of swimming TO the final day of the final term of swimming. ▪ Where the booking is for a child under the age of 6, this free access includes the responsible person access to the Centre and pool. ▪ Where the booking is for a child under the age of 11, this free access includes the responsible person for supervision purposes.
9. Absent / Missed Classes	<ul style="list-style-type: none"> ▪ Customers that meet the current DKHAC Aquatic Absentee Policy guidelines as displayed on the DKHAC website will not be charged for that class. ▪ All other missed classes will not be credited. If there is to be an extended period away from classes that is not for a medical reason, the customer must either cancel the booking and lose their place in the program – or be charged for the classes.
10. Major Events and Centre Maintenance	<ul style="list-style-type: none"> ▪ DKHAC hosts regular events and is subject to regular ongoing maintenance and repair works. Customers accept that usage of the Centre may be affected including but not limited to, access to programs, facilities, equipment, group exercise classes and pool availability when the Centre conducts events, maintenance and repair works. ▪ Should a customer's booking in the Centre be affected by events, maintenance, and repair work – credits will be applied to the customer's account for those bookings that are directly affected.

DEBIT SUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This DDR Service Agreement is designed to explain what your obligations are when undertaking a direct debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request.

INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) (**Debitsuccess**) APCA User ID 184534 to make periodic debits on behalf of the "Business" as indicated on Direct Debit Request.

I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the Direct Debit Request, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the Direct Debit Request as instructed by the Business.

RELATIONSHIP

I/We acknowledge that Debitsuccess has been contracted by the Business to collect the payments due under the agreement that I/we have entered into with the Business pursuant to which I/we have agreed to pay for goods/services provided by the Business (**Agreement**). All payments due by me/us to the Business shall be made to Debitsuccess.

I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business. I/We acknowledge that Debitsuccess sole responsibility is to make periodic debits as set out in the Direct Debit Request

CLEARED FUNDS

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment (Day to Debit) to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution and by the Business.

VARIATIONS TO DEBIT TERMS

I/We authorize Debitsuccess to vary the amount of the payments upon instructions from the Business, and where such instructions from the Business are received by Debitsuccess, I/we do not require Debitsuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that Debitsuccess/or the Business is to provide 14 days' notice if varying the terms of the debit arrangements otherwise than as provided for herein.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement must be directed to the Business.

CANCELLING THESE DEBIT TERMS

I/We understand that I/we are able to cancel this DDR Service Agreement by requesting this of the Business or my/our Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

NON WORKING DAY

When the Day to Debit falls on a weekend or public holiday the debit will be initiated on the next working day.

DISHONOURD PAYMENTS

I/We acknowledge that:

- if a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges charged by the Business as a result, in addition to any Financial Institution charges and collection fees; and
- Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the Direct Debit Request are correct and that Debitsuccess is not liable to the extent that any such details are incorrect, and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the Direct Debit Request, I/we agree that Debitsuccess may continue to debit from the credit card in accordance with the terms of this DDR Service Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of any replacement credit card to Debitsuccess via the Business.

DISPUTES

I/We acknowledge that any disputes regarding debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to direct any such dispute to my/our Financial Institution.

OTHER AUTHORISATIONS

I/We authorise:

- Debitsuccess to verify details of my/our account with my/our Financial Institution; and
- The Financial Institution to release information allowing Debitsuccess to verify my/our account details.
- Any notices to be given to me/us by electronic mail to the email address on the Direct Debit Request (or any other email address notified in writing by me/us).

I/we acknowledge that:

- This DDR Service Agreement will remain in force and effect in respect of all direct debits passed to my/our account in good faith notwithstanding my/our death/bankruptcy or other revocation of this DDR Service Agreement until actual notice of such event is received by the bank.
- Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the bank except in so far as the direct debit has not been paid in accordance with this DDR Service Agreement. Any other dispute lies between me/us and the Business.

INFORMATION SECURITY

We are collecting your personal information for the sole purpose of completing this direct debit arrangement. Debitsuccess agrees that it will make reasonable efforts to keep your information contained in the Direct Debit Request (including account details) and any other information that we have about you confidential and secure, and will ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. You may request access to, and correction of, any personal information held by Debitsuccess by writing to Debitsuccess at the address below. You acknowledge that your personal information will be collected, used, held and disclosed in accordance with the Debitsuccess Limited Privacy Policy found at <https://www.debitsuccess.com.au/privacy-policy>

Debitsuccess will only disclose information that we have about you:

- to the extent specifically required by law;
- to Financial Institutions participating in the direct debit payment system in connection with a claim made on it relating to an alleged incorrect or wrongful debit; or
- for the purposes of this Agreement (including disclosing information in connection with any query or claim).