

SWIM SCHOOL TERMS AND CONDITIONS FOR UP FRONT AND DIRECT DEBIT PAYMENTS AT SOUTH PACIFIC HEALTH CLUBS

Swimming lesson memberships are for the attendance of the enrolled student only. Any additional patrons will be required to pay an entrance fee unless they attend our Water Babies or Fairy Penguin Program.

DIRECT DEBIT PAYMENT MEMBERSHIP AGREEMENT

- I hereby request and authorise QuickPay PTY LTD to debit my account (per participant), to be processed weekly starting from the first lesson date.
- I request and authorise QuickPay PTY LTD on behalf of South Pacific Health Clubs St Kilda Sea Baths to arrange payment for swimming lessons at the St Kilda Sea Baths swim school.
- I acknowledge that the membership is ongoing and will rollover from term to term unless cancellation is requested at least one week prior to the new term commencing. This action must be in writing and emailed to swimschool@southpacifichc.com.au
- I acknowledge that each swim school term is a commitment. Any mid-term cancellation requests will incur a cancellation fee which is 50% of the remaining fees for the term. Mid-term cancellations cannot be made in the last 2 weeks of each term.
- I acknowledge it is my responsibility to advise the club of any changes to the credit card / account details paying for swimming lessons.
- I understand that if a payment(s) is dishonored or rejected an additional \$17.50 administration fee will be charged and that this fee, as well as the value of the failed debit, may be added to the following direct debit.
- I understand that swim school fees are reviewed annually and, after receiving a written or email notice of any changes, this agreement will continue for the new amount.
- I understand direct debits for swim school will continue through the school holidays as members under the age of 18 can swim outside of their lessons and may continue to use the pool facilities during this time. Direct debits will also continue through public holidays.
- I understand swimming lessons at South Pacific Health Club are non-refundable or transferable for other services.
- I understand swim school memberships cannot be suspended during the school term unless for a medical reason where a medical certificate is provided. Suspension time is only for the holiday breaks where there are no lessons.
- I understand that parents are not permitted to leave children under the age of 10 unaccompanied at any time whilst in the centre. This includes during swimming lessons.
- I understand parents must be visible by their child's teacher at all times.
- I understand parents do not have the option to swim for free during their kids lessons unless their child is in the Water Babies or Fairy Penguin Program.

UPFRONT PAYMENT MEMBERSHIP AGREEMENT (for students on NDIS only)

- I request and authorise QuickPay PTY LTD on behalf of South Pacific Health Clubs St Kilda Sea Baths to arrange payment for swimming lessons at the St Kilda Sea Baths swim school.
- I understand that if a payment(s) is dishonored or rejected an additional \$17.50 administration fee will be charged and that this fee, as well as the value of the failed debit, may be added to the following direct debit.
- When taking the upfront payment option for swim school I understand I do not have the option of free swims during the Swim School year at the Sea Baths.
- I understand I need to be enrolled for the full term and upfront payments need to be paid in full in order to secure the place.
- I understand swimming lessons at South Pacific Health Club are non-refundable or transferable for other services.
- I understand parents are not permitted to leave children under the age of 10 unaccompanied at any time whilst in the centre, this includes during swimming lessons.
- I understand parents must be visible by their child's teacher at all times.
- I understand that parents do not have the option to swim for free during their kids lessons unless their child is under 4 years of age on the upfront plan.

ALL MEMBERSHIPS

I hereby represent to the Club that all participants are physically capable of and there is no medical reason to prevent them from proceeding with the use of the facilities without endangering their health. I acknowledge that I will not hold the St Kilda Sea Baths or South Pacific Health Clubs St Kilda Sea Baths and South Pacific Health Clubs hereby excludes, to the extent permitted by law, all liability for any personal injury, damage or loss of property (whether direct, indirect, special or consequential) suffered by any participant. This includes whilst on the premises or arising in any way out of the use of the facilities and the equipment provided, however that injury, damage or loss is caused, including if it is caused by negligence of the St Kilda Sea Baths or South Pacific Health Clubs. I acknowledge that except as provided in this document, St Kilda Sea Baths and South Pacific Health Clubs gives no warranties in respect of the facilities and equipment it provides. I hereby release, indemnify and keep indemnified St Kilda Sea Baths or South Pacific Health Clubs for any injury or loss suffered while on the premises.

DEFINITIONS

Account means the account held at your financial institution, from which we are authorised to arrange for funds to be debited

Agreement means this Direct Debit Request Service Agreement between *you* and *us*.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia

Debit Day means the day that payment by *you* to *us* is due

Debit Payment means a particular transaction where a debit is made

Direct Debit Request or (DDR) means the Direct Debit Request between *you* and *us* (and includes any Form PD – C approved by us in the transitional period)

Us or We means Quickpay Pty Ltd, you have authorised by signing a *Direct Debit Request*

You mean the customer who signed the Direct Debit Request

Your Financial Institution is the financial institution where *you* hold the account that *you* have authorised *us* to debit

1. DEBITING YOUR ACCOUNT

1.1 By providing direct debit details, you have authorised us to arrange for funds to be debited from your account. You should refer to this agreement for the terms of the arrangement between you and us.

1.2 We will only arrange for funds to be debited from your account as authorised in the DDR **OR**

1.3 We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the DDR, a billing advice which specifies the amount payable by you to us and when it is due.

1.4 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

1.5 By signing this document you hereby accept that Quickpay or its associated entities are not liable for any prepayment made on products or services that yet to be rendered. Any prepayments made are the responsibility of your provider and not Quickpay. If the provider is for any reason unable to refund any payments, you are hereby notified that Quickpay will not be liable for your prepaid funds.

2. CHANGES BY US

2.1 We may vary any details of this agreement or DDR at any time by giving you at least fourteen (14) days written notice.

3. CHANGES BY YOU

3.1 Subject to 3.2, 3.3, or 3.4 you may query the arrangements under a direct debit request by contacting us on 1300 659 537 or contacting South Pacific Health Clubs Directly.

3.2 Deferment, cancellation or alteration to the debiting schedule outlined over the page will be considered subject to the terms and conditions of any contract/agreement between you and the payee named over the page.

3.3 Any cancellations made directly with Quickpay do not affect or terminate any contracts, agreements and/or payment obligations you have with the payee named over the page.

4. YOUR OBLIGATIONS

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request (DDR).

4.2 If there are insufficient clear funds in your account to meet a direct debit payment:

5. a) You may be charged a fee and/or interest by your financial institution

6. b) You may also incur fees or charges payable to Quickpay; and
7. c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be available by an agreed time so that we can process the debit payment

4.3 You should check your account statement to verify that the amounts debited to your account are correct.

8. DISPUTE

5.1 If you believe there has been an error in debiting your account, you should notify us directly on 1300 659 537. Confirm the notice in writing to us as soon as possible so that we may resolve your query quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will arrange with your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.

5.4 Any queries you have about an error made in debiting your account should be directed to South Pacific Health Clubs in the first instance so that the Club may attempt to resolve the matter. If South Pacific Health Clubs cannot resolve the matter, you may still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

9. ACCOUNTS

6.1 You should check

10. a) With your financial institution whether direct debiting is available from your nominated account as direct debiting is not available on all account types
11. b) Your account details are correct by checking them against your bank statement; and
12. c) With your financial institution before completing the DDR if you have any queries on how to complete the DDR

13. CONFIDENTIALITY

7.1 We will keep any information (including your account details) in your DDR confidential. We will make reasonable effort to keep any such information we have about you secure and to 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.

7.2 We will only disclose information we have about you:

14. a) To the extent specified by law; or
15. b) For the purpose of this agreement (including disclosing information in connection with any query or claim)

16. NOTICE

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to the address at the top of the page.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the DDR.

8.3 Any notice will be deemed to have been received two (2) *business days* after it has been posted.

17. NOTICE OF DISCLOSURE (Privacy Act 1988)

9.1 We may give information about you to a credit reporting agency for the following purposes:

- 18. a) To obtain a consumer and commercial credit report about you, and/or
- 19. b) Allow the credit reporting agency to create or maintain a credit information file containing information about you

9.2 This information is limited to:

- 20. a) Identify particulars - your name, sex, address (and the previous two addresses), date of birth, name of employer, and driver's license number
 - 21. b) Your application for credit or commercial credit - the fact that you have applied for credit and the amount
 - 22. c) The fact that we are a current credit provider to you
 - 23. d) Repayments which are overdue by more than 60 days, and for which debt collection action has started
 - 24. e) Advice that your repayments are no longer overdue in respect of any default that has been listed
- f) Information that, in the opinion of us, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations)