

Launceston Leisure & Aquatic

Swim and Survive Payment Request

Payment Option 1 - Credit Card Authority

Please charge my payments to my: Visa Mastercard

Card number:

Expiry date: / Name on card:

Payment Option 2 - Bank Account Authorisation

Name of Financial Institute:

Account Name:

BSB Number: Account Number:

I/We authorize DebitSuccess Pty Ltd, ACN 095 551 581, APCA User ID Number 184534 to debit my/our account at the Financial Institution identified here through the Bulk Electronic Clearing System (BECS). This authorization is to remain in force in accordance with the above terms and conditions and I/We have read and agree to be bound by these said terms and conditions.

Payment Terms and Conditions

This authority allows the charging of amounts payable by the Customer under the Agreement between the Customer and the Launceston Leisure & Aquatic Centre. You agree that this authorisation will remain in force in accordance with the provisions of both the Debitsuccess Contract – Terms and Conditions and any separate contract/terms and conditions issued by the Launceston Leisure & Aquatic Centre, and that you have read and understood the same.

Student Name:

SSID (Student ID) :

I (name) request that you charge my/our account in accordance with our Agreement and subject to one or more of the following conditions:

A standard fee of \$ will be charged fortnightly to your chosen payment

method commencing on date: / /

I agree to an additional pro-rata fee being added to my first payment

This authority replaces all previous authorities and remains valid until written notice is given. This Authorisation is to remain in force in accordance with the Terms and Conditions on this Direct Debit Request, the provided DDR Service Agreement, and I/we have read and understand the same.

Signature:

Date: / /

LAC Staff Only
Member number

New member

Change of Bank Details

Transferring member

GENERAL PAYMENT TERMS AND CONDITIONS

BANK PAYMENT TERMS

1) By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.

2) We will advise you 14 days in advance of any changes to the Direct Debit Request.

3) For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:

Call Launceston Aquatic on (03) 6323 3636; or Visit Launceston Aquatic at 18A High Street Launceston; or Send written correspondence to Launceston Aquatic PO Box 396, Launceston TAS 7250; or Email info@launcestonaquatic.com.au

And

(a) Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If our investigations show that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

4) You should be aware that:

(a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and

(b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

5) It is your responsibility to ensure that:

(a) sufficient cleared funds are in the Account when the payments are to be drawn;

(b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;

(b) suitable arrangements are made if the direct debit is cancelled:

- by yourself;

- by your Financial Institution; or

- For any other reason.

6) For returned unpaid transactions, the following procedures or policies will apply:

(a) we treat the payment as if it was never made;

(b) services may be suspended until the outstanding charges are paid; and/or

(c) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

7) All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/ investigate an alleged incorrect or wrongful debit or otherwise as

CREDIT PAYMENT TERMS

1) By signing the authority, you authorise us to charge your credit card in accordance with the Agreement.

2) We will advise you 14 days in advance of any changes to the authority.

3) For all matters relating to the authority, including cancellation, alteration or suspension of charges, or to investigate or dispute a previous charge, you should: Call Launceston Leisure & Aquatic on (03) 6323 3636; or Visit Launceston Leisure & Aquatic at 18A High Street Launceston; or Send written correspondence to Launceston Aquatic PO Box 396, Launceston TAS 7250; or Email info@launcestonaquatic.com.au

And

(a) Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly charged, we will arrange for the charge to be refunded accordingly. We will also notify you in writing of the amount that has been adjusted. If our investigations show that your Card has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to the card provider, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

4) It is your responsibility to ensure that:

(a) sufficient cleared funds are available when the payments are to be charged;

(b) the authorisation to charge the Card is in the same name as the Card Holder;

(b) suitable arrangements are made if the Card is cancelled :

- by yourself;

- by the card provider; or

- For any other reason.

5) If the due date for payment falls on a day other than a Banking Business Day, the payment will be charged on the next Banking Business Day.

6) For rejected charges the, the following procedures or policies will apply:

(a) we treat the payment as if it was never made;

(b) services may be suspended until the outstanding charges are paid; and/or

(c) A fee may be applied for charges that are declined. We reserve the right to cancel the authority at any time if charges are rejected.

7) All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/ investigate an alleged incorrect or wrongful debit or otherwise as required by law.

Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

Account means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Agreement means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

Authority means the Credit Card charge authority between us, DebitSuccess and you as amended from time to time;

Card is the credit card to which this authority applies;

Card Provider is the credit card provider that supplied your credit card;

Direct Debit Request means the Direct Debit Request between us, DebitSuccess and you as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

We means City of Launceston trading as Launceston Leisure & Aquatic Centre, and;

You mean the Customer/s who signed the authority.

DEBIT SUCCESS TERMS AND CONDITIONS

DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This 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 (DDR) and should be read in conjunction with your DDR Authorisation Form.

INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 184532 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business).

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

RELATIONSHIP

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.

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.

VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

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

CANCELLING THESE DEBIT TERMS

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the 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.

DISHONoured 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 for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Debitsuccess; 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 DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong 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 DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

DISPUTES

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

OTHER AUTHORISATIONS

I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution; and

The Financial Institution to release information allowing the Debit User to verify my/our account details.

INFORMATION SECURITY

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (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.

Debitsuccess will only disclose information that we have about you:

to the extent specifically required by law; or

for the purposes of this Agreement (including disclosing information in connection with any query or claim).

Should you have any queries in relation to these terms and conditions contact

DebitSuccess Pty Ltd. | PO Box 577, Mt Waverley, Vic, 3149 | Phone: 1800 148 848 | E-mail: customerservice@debitsuccess.com.