



YMCA of Central Australia Terms and Conditions

- 1. INTRODUCTION** This document outlines the rights and responsibilities you have with regard to the ability of YMCA OF CENTRAL AUSTRALIA INC. to directly debit your nominated bank account 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 YMCA OF CENTRAL AUSTRALIA INC. on **PHONE NO. 08 8952 5666**.
- 2. PAYMENTS** YMCA OF CENTRAL AUSTRALIA INC. will debit your nominated account for the amount and at the frequency of payments as agreed between us on the YMCA OF CENTRAL AUSTRALIA INC. DDR Contract signed and accepted by you. If the nominated day of your debit falls on a public holiday or weekend, YMCA OF CENTRAL AUSTRALIA INC. 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. The customer agrees to pay the instalment amount at the agreed payment frequency until this Contract is terminated in accordance with clause 4 below. Should there be any arrears in payments the Customer authorises YMCA OF CENTRAL AUSTRALIA INC. to debit the outstanding balance in order to bring the account up to date. The contract of membership can be voided within 7 days of joining and total monies refunded without further obligation. All terms and conditions of membership are binding after 7 days.
- 3. SUSPENSION FOR MOST MEMBERSHIPS** Suspension of payments is possible under the terms of your Contract. Payments may be suspended for a minimum of two weeks and a maximum of 8 weeks at a time. Suspension requests must be made 3 days prior to the next direct debit by completing a Customer Request form or emailed directly to YMCA OF CENTRAL AUSTRALIA INC. at reception.ca@ymca.org.au. **A charge of \$10 suspension applies.** All medical suspensions are free upon presentation of a valid doctor's medical certificate. Member's init
- 4. CANCELLATION** The Customer may cancel this Contract by completing a Customer Request Form if all the fees due up to the date of termination are paid in full. A period of 3 days notice must be given before the due date of the next debit to terminate that payment; or the next full membership payment will be deducted. Please note, memberships are ongoing. Your account will continue to be debited until an amendment form has been completed with notice of cancellation. Monthly fees are non refundable. Member's init
- 5. YOUR OTHER RESPONSIBILITIES** In addition to those already mentioned, you are responsible for ensuring that your nominated account is able to accept direct debits. If it is not, it is your responsibility to provide YMCA OF CENTRAL AUSTRALIA INC. with a new account number. You are responsible to notify YMCA OF CENTRAL AUSTRALIA INC. of any changes to your debit details or contact details by completing a Customer Request form or contact YMCA OF CENTRAL AUSTRALIA INC. at reception.ca@ymca.org.au. The member is responsible to forward all correspondence on to the bank or debit account holder. Member's init
- 6. DISHONORED PAYMENTS** Should your payment be dishonoured, YMCA OF CENTRAL AUSTRALIA INC. will debit you an additional \$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 YMCA OF CENTRAL AUSTRALIA INC. reserves the right to terminate your Contract. YMCA OF CENTRAL AUSTRALIA INC. may charge any other fees or costs involved with debit collection. Member's init
- 7. INCREASE IN FEES AND CHANGE OF TERMS** YMCA OF CENTRAL AUSTRALIA INC. may at any time upon sending written notice to the customer's last known address and giving 30 days notice, increase the instalment amount. In the event that the initial terms are to change, they can only do so in accordance with your contract and we must give you at least 14 days notice of the changes including if applicable new frequency and next debit date. If you have any questions on proposed changes, please contact your chosen YMCA Branch.
- 8. DISPUTES** All disputes regarding a direct debit payment should be referred to YMCA Membership Response Service by phone 08 8952 5666, email reception.ca@ymca.org.au or in writing.
- 9. AVAILABILITY OF SERVICES** YMCA OF CENTRAL AUSTRALIA INC. reserves the right to alter the operational hours or provision of available services at any time without notice.
- 10. ENTITLEMENT** The Customer acknowledges that provision of services provided by the Branch may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. The customer agrees to be bound by the rules and conditions of the Branch. The Branch and /or YMCA OF CENTRAL AUSTRALIA INC. may terminate entitlement of the use of the Branch if any Customer fails to comply with the rules of conduct of the Branch or fails to make payment of any fee on the due date.
- 11. PROVISION OF SERVICE** Change of location or ownership or the name of the Branch does not absolve the Customer of responsibilities under the terms and conditions of this Contract.
- 12. CREDIT/DEBT REPORTING AGENCIES** THE Customer authorises YMCA OF CENTRAL AUSTRALIA INC. to notify any debt collection/credit-reporting agency upon default by the Customer in regard to any obligation under this Contract. Should this occur then at YMCA OF CENTRAL AUSTRALIA INC.' sole discretion, it may terminate the contract at which time the full outstanding balance for the remainder of the minimum term or payments including any current arrears shall be immediately due in full. In addition YMCA OF CENTRAL AUSTRALIA INC. shall add \$30 to the outstanding debt as its fee for dealing with the defaulting member. The Customer authorises YMCA OF CENTRAL AUSTRALIA INC. to add any further amount to the outstanding debt that might be reasonably incurred by YMCA OF CENTRAL AUSTRALIA INC. in collecting the outstanding debt. This further amount shall include the fees of the agency to which the account is referred, which are based on the total amount collected by them.
- 13. ENTIRE AGREEMENT** This Contract and DDR Service Agreement constitute the entire agreement, understanding and arrangement (express and implied) between the Customer, the Branch and YMCA OF CENTRAL AUSTRALIA INC. relating to the subject matter of this Contract and supersede and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.
- 14. PRIVACY** The YMCA OF CENTRAL AUSTRALIA INC. acknowledges and respects the privacy of individuals. The information that is being collected on this document is for the purpose of servicing your membership subscription and financial institution payments. This information provides accurate personal information in order to carry out the financial transaction requested. The intended recipients of this information are the YMCA, its authorised staff and contracted service providers, such as financial institutions and Government agencies covered by law. You have the right to access and alter personal information, protecting yourself in accordance with the Commonwealth Privacy Act (Amended 2001), and the YMCA Privacy Policy. If you do not wish to have your information used or disclosed for this purpose, the YMCA OF CENTRAL AUSTRALIA INC. will be unable to process your financial transactions. Your account records and details will not be disclosed to any outside person or entity except in accordance with the rules laid down in the Contract and where such information is required in connection with any claim for an alleged incorrect or wrongful debit. As part of your membership with YMCA OF CENTRAL AUSTRALIA INC., you will receive information from time to time regarding our programs and services. The YMCA may also provide promotional material from our strategic partners, or any other third party, if you do not wish to receive this information please tick the "OPT OUT" box on the front of the Direct Debit Contract and return to the YMCA. Your name will be removed from the mailing list within a reasonable period of time.
- 15. LIABILITY** To the extent permitted by law, the Branch and YMCA OF CENTRAL AUSTRALIA INC. shall not be liable or responsible to the Customer for any direct, indirect or consequential injury, loss or damage to the Customer whatsoever and howsoever arising. Should this contract relate to payments for the entitlement to use fitness, health or aquatic facility, the Customer acknowledges that with any physical activity, as is likely to be carried out by the Customer at the Branch, there is a risk of both minor and major accidents, injury and death. Understanding and acknowledging this risk, the Customer agrees to use the Branch at their own risk.