



# CLUB SWIM

The Club Group Pty Limited (ABN: 44 106 378 947)

## RESPONSIBLE PERSON & DIRECT DEBIT FORM

### RESPONSIBLE PERSON DETAILS

GIVEN NAME \_\_\_\_\_ SURNAME \_\_\_\_\_

DOB \_\_\_\_\_

MALE / FEMALE (CIRCLE)

ADDRESS \_\_\_\_\_

SUBURB \_\_\_\_\_ STATE \_\_\_\_\_ POSTCODE \_\_\_\_\_

EMAIL \_\_\_\_\_

HOME NO. \_\_\_\_\_ WORK NO. \_\_\_\_\_ MOBILE \_\_\_\_\_

A Responsible person is assigned to each student or family. They must be 18 years of age or older. The responsible person is responsible for all payments, and also as an Emergency Contact. Generally this is the Parent or Guardian.

SIGNATURE OF RESPONSIBLE PERSON

### STUDENT DETAILS

### OFFICE USE ONLY

STUDENT NAME \_\_\_\_\_

STUDENT # \_\_\_\_\_ FEE \$ \_\_\_\_\_ p/fortnight

STUDENT NAME \_\_\_\_\_

STUDENT # \_\_\_\_\_ FEE \$ \_\_\_\_\_ p/fortnight

STUDENT NAME \_\_\_\_\_

STUDENT # \_\_\_\_\_ FEE \$ \_\_\_\_\_ p/fortnight

### DIRECT DEBIT AUTHORITY

I authorise The Club Group Pty Ltd to arrange for any amount The Club Group Pty Ltd may debit or charge me to be debited from my account as identified below subject to the terms and conditions of the Direct Debit Request Service Agreement. This authority will stay in place while any of the above named Students are enrolled in Swim Lessons, or if there remains any outstanding fees as part of the enrolment of any or all of the above Students.

ACCOUNT NAME / NAME ON CARD \_\_\_\_\_

CARD TYPE: \_\_\_\_\_ CARD NUMBER: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

(Circle One)



EXPIRY DATE \_\_\_\_ / \_\_\_\_ CVS \_\_\_\_\_

BANK A/C: BSB \_\_\_\_\_ - \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

BRANCH \_\_\_\_\_ INSTITUTION \_\_\_\_\_

ACCOUNT HOLDER SIGNATURE (Credit Card or Bank Account)

SIGNATURE OF ACCOUNT HOLDER

### NOTES (OFFICE USE ONLY)

RESPONSIBLE PERSON #

PROCESSED BY

D/D DETAILS ENTERED BY

DETAILS ENTERED BY

# Direct Debit Request Service Agreement

The Club Group Pty Limited  
ACN: 106 378 947

## 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* means the Direct Debit Request between *us* and *you* or *we* means *The Club Group Pty Limited*, the Debit User *you* have authorised by signing a *direct debit request*.

*you* means 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 arrange to debit.

## 1. Debiting your account

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

1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.

### Or

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

1.3 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*.

## 2. Changes by us

2.1 We may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days' written notice.

## 3. Changes by you

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 02 6251 7888.

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least fourteen days (14) days before the next *debit day*. This notice should be given to *us* in the first instance.

3.3 *You* may also cancel *your authority* for *us* to debit *your account* at any time by giving *us* thirty (30) days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

## 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*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*.

- (a) *you* may be charged a fee and/or interest by *your financial institution*;
- (b) *you* may also incur fees or charges imposed or incurred by *us*; and

(c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* 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 from *your account* are correct

4.4 If *The Club Group Pty Limited* is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay *The Club Group Pty Limited* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 02 6251 7888 and confirm that notice in writing with *us* as soon as possible so that we can resolve *your* query more quickly.

5.2 If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging for *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* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that we can attempt to resolve the matter between *us* and *you*. If we cannot resolve the matter *you* can 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.

## 6. Accounts

*You* should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

## 7. Confidentiality

7.1 We will keep any information (including *your account* details) in *your direct debit request* confidential. We will make reasonable efforts to keep any such information that 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 that we have about *you*:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to Sales Manager, The Club Group Pty Limited, PO Box 1, Mitchell ACT 2911.

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

8.3 Any notice will be deemed to have been received two *business days* after it is posted.