

# Membership Form

## Direct Debit Agreement



Peninsula  
Leisure Centre

Request for Direct Debit:  
Central Coast Council - Peninsula Leisure Centre

**Note:** All information provided to Council is strictly confidential. Simply complete this form and return in person to the Peninsula Leisure Centre.

### Member Details

First Name

Last Name

Street Address

Suburb

State

Postcode

Date of Birth

Telephone (daytime)

Telephone (mobile)

Email

Emergency Contact Name

Emergency Contact Telephone

### Membership Plan

- Platinum  Gold  Health Club  Crèche  
 Pool  Direct Debit\*  Upfront  Concession  
 24 Hour Gym Access

*\*A joining fee of \$59 applies. This is a one off fee and payable at the commencement of the direct debit membership with a pro-rata monthly fee payable at the time of joining.*

### Membership Acknowledgement

Participation in activities at or organised by the Peninsula Leisure Centre (PLC) is at your risk. When you are (your child/ward is) at the Peninsula Leisure Centre (PLC) or involved in an activity not at the PLC but organised, approved or endorsed by PLC or Central Coast Council such involvement is at your own risk and you have no claim against PLC or Council for any personal injury or loss which arise.

I have been supplied, read and understood the conditions of membership and the information provided and completed on this form, including the terms and conditions on the reverse side.

Member's Name

Signature

Date

*If under the age of 18 years a parent/guardian must sign below.*

Parent's / Guardian's Name

Signature

Date

Membership Number

### Bank Account Details

Name of Financial Institution

Branch Name or Address (where account is held)

Name of Account Holder (exactly as on account)

Type of Account (Credit Card not accepted)

BSB Number

Account Number

### Application Declaration

I/we authorise and request Central Coast Council Leisure & Pools (User ID 313292), until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the Financial Institution identified above as instructed by me/us or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Agreement (DDRSA) as amended from time to time.

I/We will advise Council of the cancellation of this authority and will not hold the Council responsible for any action arising from my/our not doing so.

By signing this DDR I/We acknowledge that this direct debit arrangement and membership is governed by the terms of Authorisation as in the DDRSA attached to this request.

I/we request the Monthly Debit Fees of \$\_\_\_\_\_ be debited from my/our account on the first business day of each month.

First Deduction \_\_\_\_/\_\_\_\_/\_\_\_\_

I/we understand that monthly memberships continue indefinitely – refer to cancellation policy and procedure on the reverse of this agreement

### IMPORTANT

On the Due Drawing Date of each account, or in the event the due date for payment falls on a day other than a Banking Business Day, the payment will be debited from your account on the next Banking Business Day. Failure to have sufficient funds in your account may result in your bank charging you a dishonour fee in addition to Council's dishonour fee.

If this is a joint account, both signatures are required.

I/we have read and accept the terms and conditions set out in the Direct Debit Request Service Agreement.

Signature

Date

Signature

Date

What motivated you to join? [tick all that apply]

- I'm a previous member/visitor  Word of mouth  Radio  
 Email  Mail  Newspaper  Social Media  
 In-house signage  Outdoor advertising  
 Other \_\_\_\_\_

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Leisure Centre

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Central Coast Council - Peninsula Leisure Centre

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### Direct Debit Request Service Agreement (DDRSA)

- 1 By signing the Direct Debit Request, you authorise Central Coast Council Leisure & Pools (User ID 313292) 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 you should:
  - (a) Contact Council in writing and address to Central Coast Council, Peninsula Leisure Centre PO Box 21 Gosford NSW 2250, Telephone 4325 8123.
  - (b) 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, you will receive a refund of the drawing amount. 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 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;
  - (c) suitable arrangements are made if the direct debit is cancelled:
    - by yourself;
    - by your Financial Institution; or
    - For any other reason.
- 6 **Payment due date is first business day of each month. If the due date for payment falls on a day other than a Banking Business Day, the payment will be debited to your account on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with PLC on 4325 8123.**
- 7 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 dishonour fee in line with Council's current Fees and Charges may be applied to your account 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.
- 8 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;

**Direct Debit Request** means the Direct Debit Request between us 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;

**PLC** means Peninsula Leisure Centre

**We** means Central Coast Council Leisure & Pools and

**You** mean the Customer/s who signed the Direct Debit Request.

### Membership Terms and Agreement

- 1 Members must adhere to all By-Laws, regulations and signage relating to the PLC or membership rights may be withdrawn and the membership card reclaimed.
- 2 Members must notify the Management of the PLC of any change to membership including personal details by completing a variation form. Changes to bank account details must be received by the 15th of the month to take effect for the next monthly deduction.
- 3 **Members must notify the PLC of cancellation of direct debit membership fifteen (15) days prior to the end of the month prior to cancellation taking effect, by completing a variation cancellation form. Cancellations not permitted on upfront Memberships. No refunds are available for unused portions of memberships.**
- 4 No refunds will be granted to members who do not comply with these terms and agreements
- 5 Members can upgrade or downgrade membership at any time – requests must be received by the 15th of the month by completing a variation form. Admin fee applies.
- 6 The Management of the PLC reserves the right to refuse or cancel the membership of any person in its absolute discretion.
- 7 The Management of the PLC reserves the right to restrict or alter access (at any time without prior notice to the members), to any part of the PLC. Members are advised that the availability of some facilities shall be restricted during peak times. Please be advised the 25/50m pool will be regularly unavailable due to the hosting of many different events and activities.
- 8 The PLC Management reserves the right to alter membership charges at any time, provided that notice of intention to alter the charges is notified to members fourteen (14) days prior to the alteration taking effect. Direct debit memberships are fixed for the first twelve (12) months.
- 9 Should any question of interpretation or construction of these rules and regulations arise, then the decision of the Management of the PLC, in relation to that question shall be final, and no claim for compensation or damages or refund may be made by members against Central Coast Council and/or Management of PLC. Conditions of membership are subject to change, current conditions are available at centre reception, and current conditions will apply on all issues.
- 10 Time stop conditions - back dating of time stop amendments will only occur on the provision of a Medical Certificate. Time stop for other reasons must be requested in advance by completion of a variation form. Total time stop allowance is 1 month per 12 month period. Unused time stop benefits cannot be accrued. Time stop requests must be made in person with members' written request.
- 11 PLC operates under the NSW Fitness Industry Code of Practice.
- 12 Privacy & Personal Information Protection Act (PPIPAct 1998). Personal information provided to Council and PLC is subject to this act. Such personal information will be used only to provide you with details about the centre and the activities that you have expressed an interest in. Please advise if you do not want your details recorded for this purpose. All information provided to council is strictly confidential.
- 13 Unrestricted memberships are permitted to people aged 17+. Youth memberships are subject to special conditions.
- 14 Crèche Membership is only valid for children listed on the parent/guardian Medicare Card. Crèche memberships is only available with a current centre membership.
- 15 Members are required to present their membership card at entry at all times. Membership Cards remain the property of the PLC, and may be withheld from un-financial members. Should a membership card be lost, a nominal charge of \$5.00 will be levied against the member for its replacement.
- 16 Note this agreement is subject to 7 days cooling off period.
- 17 Patrons are advised to consult with a medical practitioner prior to commencing any exercise program.