



LCC Sports Complex - Gym & Fitness Centre

MEMBERSHIP AGREEMENT



Cnr Hoxton Park and Joadja Rds, LIVERPOOL WEST. PO Box 305, Liverpool BC NSW 1871
Telephone: 87844809 Facsimile: 87844806 Email: gym@liverpoolcatholic.com.au
Visit our website www.liverpoolcatholic.com.au

CUSTOMER DETAILS

LCC MEMBERSHIP #: _____ TITLE: MR / MRS / MS / MISS / MASTER
 SURNAME: _____ GIVEN NAMES: _____
 DOB: ___/___/___ ADDRESS: _____
 _____ POSTCODE _____
 HOME PH: _____ MOBILE: _____
 WORK: _____ EMAIL: _____

New Membership Renewal Membership

MEMBERSHIP DETAILS

TERM 1 MONTH 3 MONTHS 6 MONTHS 12 MONTHS
 TYPE PEAK OFFPEAK PROMOTION: (specify) _____
 UPFRONT \$ _____ (only) REFFERRED BY: _____
 PAYSMART \$ _____ (per fortnight) FFA Paysmart #: _____

COMMENCING ON ___ / ___ / ___ for 13 PaySmart Payments 26 PaySmart Payments
Plus admin fee of \$1.95 (GST incl.) per fortnight and \$5.50 set-up fee (GST incl.) to be added to first installment.

I/we hereby authorise FFA Paysmart (Debit User) User ID number 073053 to make withdrawals from my/our nominated account on behalf of the LCCSC.
This authority shall stand pursuant to the terms & conditions of any contractual agreement between the customer and the LCCSC Gym & Fitness Centre. The administration of this authority is conducted by FFA PaySmart (Debit User) acting as a billing agent for LCCSC Gym & Fitness Centre. The services provided by FFA PaySmart (Debit User) are administrative only and do not extend to the provision of any services or benefits provided by LCCSC Gym & Fitness Centre. This authority shall be interpreted and enforced pursuant to the laws of the state of Queensland.

CREDIT CARD Visa Mastercard Diners Amex

NAME ON CARD: _____
 CARD #: _____ EXP DATE: ___ / ___ / ___
 SIGNATURE OF CARD HOLDER: _____ DATE: _____
 DIRECT DEBIT
 FINANCIAL INSTITUTION NAME: _____
 & BRANCH: _____
 NAME OF ACCOUNT HOLDER(S): _____
 BSB NUMBER: _____ - _____ ACCOUNT #: _____

I/We have read "Service Agreement" overleaf and acknowledge and agree to same.
I/We request this Arrangement remain in force in accordance with The Schedule described above and in compliance with the "Service Agreement" overleaf.
I/We authorise the Financial Institution to release information allowing the Debit User to verify my/our account details

ACCOUNT HOLDER/S SIGNATURE/S: _____

MEMBERSHIP DATES: FROM ___ / ___ / ___ TO ___ / ___ / ___

I (and if being a minor, my parent/s or guardians, for and on behalf) have read fully and agree to abide by the conditions of entry on the reverse of this form.

SIGNATURE: _____ DATE: _____ STAFF: _____

MEMBERSHIP TERMS & CONDITIONS

- I acknowledge that during all times whilst on LCC Sports Complex premises or participating in an organised class both my property and person shall be at my own risk and I will not hold LCC Sports Complex (this includes its staff, servants or agents) or its instructors liable for any personal injury or loss of property whilst in the execution of their duties.
- I warrant that I am physically and mentally sound to proceed with the normal course of exercise and/or have obtained any necessary medical clearances under the LCC Sports Complex protocols.
- I acknowledge that I have been given the option of choosing a membership based on a fortnightly billing agreement.
- I understand that a seven (7) day cooling off period applies in which I may terminate my membership in writing. In the event of termination, LCCSC Gym & Fitness Centre may deduct from the amount refunded the cost of any services provided including a reasonable administration charge.
- I understand that I will not be able to access LCCSC Gym & Fitness Centre facilities if I do not have a current Liverpool Catholic Club membership.
- I acknowledge that timetables and facilities may be altered by management to suit seasonal and usage requirements.

MEMBERSHIP TRANSFERS

- Membership (excluding 1 Months and 10 Visit Passes) can be transferred (at no extra charge) to a current LCC Member who has held an LCCSC Gym & Fitness Centre membership in the past. Transfers cannot be backdated. The membership holder must fill out the appropriate form at LCCSC Reception.

CANCELLATION CONDITIONS

- All cancellation requests must be submitted in person on the appropriate form available from LCCSC Gym & Fitness Centre reception.
- LCCSC Gym & Fitness Centre reserves the right to cancel this membership at its discretion. Cancellations are permitted within the 7 day cooling off period with a full refund less the amount used. If you are unable to avail yourself of the services provided under your membership agreement (by reason of illness, moving house etc), you may apply for a refund for the unused portion of the membership fee less a fee to cover gym usage; in cases of 6 or 12 months memberships where usage has been less than 3 months, LCCSC Gym & Fitness reserves the right to retain 3 months of the membership fee. Refunds will be reviewed at the General Manager's discretion and are not guaranteed.
- The amount and extent to which the member participates in exercise and other activities is their responsibility. Failure to use LCCSC Gym & Fitness Centre facilities or the rare occurrence of a failure in our contact schedule systems (ie. Emails, SMS service and letters) will not constitute grounds for a refund.
- If you are unable, by reason of temporary physical incapacity, verifiable by a medical certificate, to avail yourself of the services provided under your membership agreement, you may apply to management to have the balance of the membership agreement deferred.
- PaySmart Direct Debit Memberships - All Direct Debit memberships will be debited fortnightly for the minimum 3 month period and thereafter for the term of the 6 or 12 month contract with LCCSC Gym & Fitness Centre. Cancellation within the initial 3 month period (6 payments) entails a \$55 cancellation fee, payable at Sports Complex Reception or from a specified account. Cancellation after this time does not carry the \$55 cancellation fee. There is no transferral of a direct debit membership to another member.

CHANGE OF ACCOUNT/CONTACT DETAILS

- I acknowledge that I must keep the LCCSC Gym & Fitness Centre informed of any change of address, contact numbers, bank account and credit card details (for fortnightly debiting). Entry to the Centre will not be permitted until full account details are provided

SUSPENSION CONDITIONS

- Minimum period of timestop that can be applied is 1 week.
- Suspensions are permitted on 3, 6 and 12 Month memberships - not 1 month or 10 Visit Passes. Individual suspensions incur a \$5 administration fee.
- Suspensions over the membership term must accumulate to a maximum amount which is dependent on the length of membership purchased. Maximum periods: 3 Month Membership = 2 weeks suspension; 6 Month Membership = 4 weeks suspension; 12 Month Membership = 8 weeks suspension.
- Extended suspensions for Medical reasons may be applied with the presentation of a doctor's certificate within 6 weeks of the time to be added on. Time will be granted at Manager's discretion and is not guaranteed.
- All suspension requests (general & medical) must be submitted on the appropriate form available from LCCSC Gym & Fitness Reception. All general suspensions must be applied for in advance - requests will not be backdated to reflect retrospective time.

10 VISIT PASS/CASUAL VISITS

- Casual visitors are entitled to use our facilities. A discounted admission fee applies for current LCC members. LCCSC Gym & Fitness Centre services, personal training, fitness assessments and programming are available to 10 Visit Pass/Casual Visitors but can carry additional fees. 10 Visit Pass expiry will constitute the full use of all visits purchased OR the expiry date being reached (as per the membership agreement at time of signing) - whichever comes first. Expiry conditions must be strictly adhered to. No extensions or suspensions will be granted. Any unused visits by the expiry date will be forfeited. 10 Visit passes will only be issued per person and cannot be shared. They are not transferable or refundable.

DIRECT DEBIT

1. Direct debit membership is available under a six (6) or twelve (12) month contract.
2. I acknowledge that any fee instalments shall be payable whether or not I use LCCSC facilities or services.
3. LCCSC Gym & Fitness Centre retains the right to alter prices at any time without notice.
4. I may release myself of my responsibilities under this membership agreement by a cancellation payment of \$55.
5. I acknowledge that if my direct debit is dishonoured by my financial institution LCCSC Gym & Fitness Centre will try to recover outstanding fees together with administration fees on the next debit date & reserves the right to deny entry to the Gym until all overdue monies are paid.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

- 1) FFA PaySmart (Debit User) will debit the BSB/Account nominated in the Schedule of this Direct Debit Request as specified. The Debit User may, by prior arrangement and advice to me/us vary the amount or frequency of future debits.
- 2) Should the original terms & conditions of this agreement need to be varied a minimum of seven days notice will be provided. Queries arising as a result of any such variation must be notified to FFA PaySmart two working days prior to the first debit date the variation would apply to.
- 3) Deferment or alteration to the debiting schedule will be considered subject to the terms and conditions of any agreement between you and the LCCSC Gym & Fitness Centre for whom FFA PaySmart (Debit User) acts on behalf of.
- 4) If a debit item is disputed, FFA PaySmart (Debit User) must be notified immediately. FFA PaySmart will endeavour to resolve this matter within industry agreed timeframes. Disputed debit items resolved in favour of FFA PaySmart will incur an administration fee.
- 5) Direct debiting is not available on the full range of accounts and as such you must check with your financial institution.
- 6) When a debit date falls on a weekend and/or public holiday all debits for that weekend or public holiday will be processed on the PREVIOUS WORKING DAY.
- 7) It is your responsibility to have sufficient cleared funds in your nominated account to permit a successful debit to be made. FFA PaySmart may, under certain provisions of the "Privacy Act 1988" give information about you to a credit reporting agency. This information will be limited to repayments which are overdue pursuant to the terms and conditions of any contractual agreement between you and LCCSC Gym & Fitness Centre and for which debt collection has started.
- 8) If a debit is returned unpaid by the financial institution you will be responsible for payment of the debit plus any returned fees and administrative cost incurred by FFA PaySmart (Debit User).
- 9) To stop or cancel a direct debit, the terms and conditions of any agreement between you and LCCSC Gym & Fitness Centre for whom FFA PaySmart (Debit User) acts on behalf of, must be complied with. However, in the first instance, all enquiries regarding a stop or cancellation of a direct debit request should be directed to either FFA PaySmart (Debit User) or your own financial institution.
- 10) FFA PaySmart (Debit User) will not stop or cancel a direct debit without the written authority/request of LCCSC Gym & Fitness for whom FFA PaySmart (Debit User) acts on behalf of.
- 11) FFA PaySmart (Debit User) is a licensed commercial corporation regulated by the Queensland Dept of Equity & Fair Trading and collected funds are held in trust until disbursement. In event of fraud where FFA PaySmart is not a fault, FFA PaySmart will be free of any legal liability.
- 12) No account records or account details will be disclosed to any person or persons except where such information is required in connection with any claim relating to an alleged incorrect or wrongful debit.