



PINNACLE FITNESS CLUB

MEMBERSHIP AGREEMENT



Cnr Hoxton Park and Joadja Rds, LIVERPOOL WEST. PO Box 305, Liverpool BC NSW 1871
 Telephone: 87844878 Facsimile: 87844806 Email: sports@liverpoolcatholic.com.au
 Visit our website www.liverpoolcatholic.com.au ABN 78 000 874 073

CUSTOMER DETAILS

LINKS ID NO: _____ TITLE: MR / MRS / MS / MISS / MASTER
 SURNAME: _____ GIVEN NAMES: _____
 DOB: ___/___/___ ADDRESS: _____
 _____ POSTCODE: _____
 HOME PH: _____ MOBILE: _____
 WORK: _____ EMAIL: _____
 New Membership _____ Renewal Membership
 Referred by _____

MEMBERSHIP DETAILS

TERM 1 MONTH 3 MONTHS 6 MONTHS 12 MONTHS 10 VISIT CONCESSION
 TYPE PEAK OFFPEAK STANDARD PROMOTION: (specify) _____
 UPFRONT \$ _____ (only) LINKSPAY UNTIL FURTHER NOTICE



PAYMENT ARRANGEMENT

For the total amount billed for the specified period for this and any other subsequent agreements or amendments including associated fee/charges as detailed.

Single Payment: ___/___/___ debit the amount of: \$ _____ Recurring Payment: ___/___/___ debit the amount of: \$ _____
 Payment Frequency: Weekly Fortnightly Monthly
 Payment Term: Continue until further notice until I have paid \$ _____ OR regular payments
 Transaction Fee: Direct Debit: \$1.95 Credit Card: 5.1% (min \$1.95)

FINANCIAL INSTITUTION ACCOUNT "IDENTIFYING INFORMATION"

Financial Institution _____ Branch _____
 BSB Number Account Number 9 Digits MAX

Account Holder Name _____
 I/ We authorise LinksPay Pty Ltd ABN 96 134528279, User ID 382220, to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Arrangements stated above and this Direct Debit request and as per the DDR Service Agreement provided.

CREDIT CARD AUTHORIZATION

Please charge my periodical payments to my (please tick one): VISA MasterCard
 Card Number Expiry Date ___/___/___
 Name on Card (exactly how it appears on card) _____
 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.
 AUTHORISING SIGNATURE _____ Date ___/___/___

MEMBERSHIP DATES PRO-RATA \$ _____ FROM ___/___/___ TO ___/___/___
 MEMBERSHIP FROM ___/___/___ TO ___/___/___

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

SIGNATURE: _____ DATE: _____ STAFF: _____

General Membership Terms & Conditions

- I acknowledge that during all times whilst on LCCSC PINNACLE FITNESS CLUB premises and participating in an organised class that both my person and property shall be at my own risk and I will not hold LCCSC PINNACLE FITNESS CLUB (being 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 LCCSC PINNACLE FITNESS CLUB 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 during which time I may terminate my membership in writing. In the event of termination LCCSC PINNACLE FITNESS CLUB may deduct from the amount refunded the cost of any services provided including a reasonable administration charge.
- I must present this card upon every visit in order to gain entry. Without this card entry will be denied.
- I acknowledge that timetables and facilities may be altered by management to suit seasonal and usage requirements and instructor availabilities.
- I acknowledge that I must keep LCCSC PINNACLE FITNESS CLUB informed of any changes of name, address, contact numbers, bank account and credit card details (Direct Debit only). Entry to the LCCSC PINNACLE FITNESS CLUB may not be permitted until full account details are provided.

Membership Suspensions

- Minimum period of suspension that can be applied is 1 week.
 - Suspensions are permitted on 3, 6 and 12 month memberships only – not available on any 1 month, trial, promotion or visit memberships.
 - Individual suspensions incur a \$5 administration charge.
 - Maximum accumulated suspension periods:
3 month membership = 1 week suspension
6 month membership = 2 week suspension
12 month membership = 4 week suspension
- Until further notice Direct Debit Membership = no suspension within first 6 payments, after which 1 week per every 3 months membership.
- If you are unable by reason of temporary physical incapacity, verifiable by a medical certificate, to avail yourself of the services provided for under your membership agreement, you may apply to management to have the balance of the membership agreement deferred until such time as a medical certificate can be presented certifying you physically sound.
 - All suspension requests must be submitted on the appropriate form and approved by management
 - All general suspensions must be applied for in advance – requests will not be backdated to reflected retrospective time.

Membership Cancellations

- All cancellation requests must be submitted on the appropriate form available from LCCSC PINNACLE FITNESS CLUB reception.
 - LCCSC PINNACLE FITNESS CLUB reserves the right to cancel this membership at its discretion.
 - Cancellations are permitted within the seven (7) day cooling off period with a full refund less the amount used.
 - Transfers – Memberships (excluding any 1 month, trial, promotion or visit memberships) can be transferred (at no charge) to a current Liverpool Catholic Club member who has held an LCCSC PINNACLE FITNESS CLUB membership in the past. Transfers cannot be backdated. The membership holder must fill out the appropriate form at reception.
 - Requests for refunds will be reviewed by management; where possible management will assist to transfer or on-sell the membership.
- Direct Debit Memberships

Direct Debit Request Service Agreement

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with LinksPay and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form

I/We hereby authorize LinksPay Pty Ltd (ABN: 96 134 528 279) Direct Debit User ID 382220 to make periodic debits on behalf of the 'Business' as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that LinksPay is acting as a Direct Debit Agent for the Business and that LinksPay does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that LinksPay and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. LinksPay and the Business 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.

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).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request. This Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent

bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution.

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.

I/We agree that LinksPay will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
- 2) A payment request is received by LinksPay on a day that is not a Banking Business Day
- 3) A Payment request is received after normal operational hours, being 4pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

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

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments. I/We acknowledge that the Business is to provide 14 days notice if proposing to vary the terms of the debit arrangements,

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

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

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 solicitor fees and collection agent fees appointed by LinksPay.

I/We authorise LinksPay to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

LinksPay Pty Ltd

ABN: 96 134 528 279

P.O. Box 6290, Upper Mt Gravatt, Queensland 4112

Ph: 07 3040 4320 Fax: 07 3343 8590



Direct Debit General Terms and Conditions

- Direct debit is available at LCCSC PINNACLE FITNESS CLUB as an until further notice (UFN) contract. A minimum period of 6 debits is required otherwise cancellation fees apply.
- I acknowledge that any fee instalments shall be payable whether or not I use LCCSC PINNACLE FITNESS CLUB facilities or services, unless the membership has been placed on hold prior.
- I may release myself of my responsibilities under this membership agreement by a cancellation payment of \$55 (if within first 6 payments) and by notifying LCCSC PINNACLE FITNESS CLUB in writing.
- I acknowledge that if my direct debit is dishonoured by my financial institution LCCSC PINNACLE FITNESS CLUB will try to recover outstanding fees together with administration fees at the next debit date or in person and reserves the right to deny entry to the LCCSC PINNACLE FITNESS CLUB until all overdue monies are paid.
- All Direct Debit memberships will be deducted in accordance with the debit schedule available from reception.
- No transferral of a direct debit membership from one member to another is allowed.

10 Visit Casual Pass

- General membership terms and conditions apply to 10 visit passes.
- LCCSC PINNACLE FITNESS CLUB services including personal training, fitness assessments and programming are available to 10 Visit Pass holders but carry additional individual fees.
- 10 Visit Pass expiry constitutes the full use of all visits purchased OR the expiry date as per the membership agreement when signing being reached.
- No extensions or suspensions allowed.
- Any visits unused by the 10 Visit Pass expiry date are forfeit.
- 10 Visit Passes are issued per person and cannot be shared.
- Non-transferrable and non-refundable.