



# Melbourne Sports Centres Membership Terms & Conditions

Your membership is conditional on you ticking the box confirming that you have read and agree to this statement

**THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE TICKING THE BOX CONFIRMING THAT YOU AGREE TO IT. BY SUBMITTING YOUR MEMBERSHIP APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS.**

The following terms and conditions must be read carefully:

supervision, and that your parent/guardian accepts you have been inducted appropriately.

## Membership

1. Upon submitting this membership application you will become a member of Melbourne Sports Centres (ABN 16 374 471 008) (MSC). These terms and conditions (Terms), including the terms and conditions of entry of each MSC venue, and the MSC code of conduct referred to in clause 11(b), comprise a contract between you and MSC which is necessary and reasonable for offering access to MSC's venues, facilities and services. You acknowledge that you will be bound by and agree to comply with such rules, terms and conditions as may be imposed by MSC with respect to the conduct and management of each of its venues as amended from time to time. You agree to follow any rules and/or directions set by MSC in connection with each of its venues and you understand that if you fail to comply with any such rules or directions you will not be permitted to access MSC's venues, facilities and services and no refund will be given.

## Eligibility

2. Subject to clause 3, membership of MSC is open to individuals 18 years of age or over as at the date you commence your membership.
3. Membership of MSC is open to individuals 16 or 17 years of age as at the date you commence your membership only in the following circumstances:
  - a) your membership will be opened and administered under the name of your nominated parent/guardian until you turn 18 years of age;
  - b) prior to attending an MSC venue for the first time as a member, you and your parent/guardian must attend a gym induction session as prescribed by MSC from time to time (Induction); and
  - c) both you and your nominated parent/guardian must, at the conclusion of the Induction:
    - i. sign a copy of these Terms; and
    - ii. sign an acknowledgement confirming, among other things as prescribed by MSC from time to time, the date and time of the Induction, your parent/guardian's consent to your membership and future attendance at MSC venues as a member without parent/guardian

## COVID-19

4. Your membership of MSC and use of the MSC venues is subject to the 'Public health and safety measures' section of the terms and conditions of entry of each MSC venue.
5. You must at all times comply with:
  - a) applicable Victorian Government legislation, regulations, public health safety and wellbeing directions and orders;
  - b) all instructions, requirements and directions:
    - i. displayed by MSC on signage throughout and at entry points to any MSC venue; and
    - ii. notified to you by MSC from time to time,which are expressly incorporated into these Terms, and which may relate to matters such as, but not limited to, booking processes for classes/sessions/events, cancellation fees for missed bookings, cancellation and alteration of classes/sessions/events; and
  - c) the requirements of MSC's COVIDSafe Plan, as adopted and amended from time to time, relating to COVID-19 and associated matters.
6. Unless otherwise notified by MSC:
  - a) all bookings for classes/sessions/events must be completed online using the prescribed process;
  - b) bookings may only be made up to seven days' in advance;
  - c) if five cancellations of a booking with 24 hours of the booked class/session/event occur within a 30 day period, your ability to book classes/sessions/events online will automatically be suspended for 30 days, from the date of the fifth cancellation, and all subsequent bookings during that 30 day suspension must be made in person immediately prior to any class/session/event;
  - d) in addition to (c), MSC reserves the right to suspend your ability to book classes/sessions/events online for a longer period of time if the total number of cancellations within a designated period is deemed to be excessive, or if multiple suspensions under (c) occur. If this occurs all subsequent bookings during the suspension period must be made in person immediately prior to any class/session/event; and

- e) all classes/sessions/events are subject to change, and MSC reserves the right to cancel, postpone or alter classes/sessions/events due to circumstances directly relating to COVID-19.

By completing and signing the Direct Debit Agreement form you agree to all terms and conditions, including any fee increases.

#### **Standards of Behaviour**

- 7. You acknowledge and agree that:
  - a) COVID-19 is extremely contagious and that despite the measures of MSC to help mitigate the risk of transmission, the elimination of risk of exposure and infection to COVID-19 is not currently possible, and it is your sole responsibility to utilise your best efforts to avoid any act or omission that may jeopardise your own safety or the safety of others;
  - b) (i) you may be exposed to COVID-19 at an MSC venue that may lead to contraction of COVID-19 or related illnesses (Illnesses); (ii) exposure to such Illnesses may result in severe and permanent damage to your health; (iii) you are attending the relevant MSC venue(s) voluntarily and at your own risk; (iv) you have knowingly evaluated any and all risks associated with attending the relevant MSC venue(s); and (v) you voluntarily and freely accept and assume the risks and dangers you may encounter or be exposed to and understand that the waivers, releases and indemnities in these Terms express apply to these risks and dangers; and
  - c) in full knowledge and complete assumption of all of the risks, you hereby irrevocably agree that you will not sue or claim against MSC or its officers, employees and agents (Released Parties) for any injury, illness, damage, loss or harm to you or your property or your death or disability, whether in connection with COVID-19 or associated Illnesses, or otherwise, resulting or arising out of or in any way related to preparation for, travel to, and/or attendance at an MSC venue or use of your MSC membership in anyway.

#### **Membership Minimum Term**

- 8. There is no minimum term for MSC memberships. You may terminate your MSC membership at any time by you giving 28 days' notice to MSC in accordance with clause 9.

#### **Membership Cancellation**

- 9. Your membership may be terminated on 28 days' notice to MSC. In order to cancel your membership you must not have any debt on your account. If there is a debt you will be required to clear such debt before the cancellation request can be actioned.

To cancel your membership, you are required to provide a cancellation request which must be submitted to MSC by emailing [members@melbournesportscentres.com.au](mailto:members@melbournesportscentres.com.au).

The cancellation will take effect 28 days after the date MSC receives the request. This means that any billing cycle(s) within that 28-day period will incur a direct debit in accordance with your regular fortnightly payments.

#### **Price Increases and Changes to Membership**

- 10. MSC will make reasonable efforts to give all members at least 30 days' notice of any changes to the price or structure of their membership. These efforts will generally include notifying members in writing (based on their contact details in MSC's membership database, as well as email, web, & facility notices). Where MSC has made a reasonable effort to let you know about a fee increase, you authorise MSC to increase any debits from your nominated account or credit card in line with this increase.

- 11. You agree that for the duration of your MSC membership you must:
  - a) not undertake any prohibited behaviour (as that term is defined in the MSAC conditions of ticketing and entry) while in, at or around MSAC or any other MSC venue (Venue);
  - b) at all times comply with the MSC Code of Conduct (which is available at [www.melbournesportscentres.com.au](http://www.melbournesportscentres.com.au)) in relation to any dealings you have with MSC or its staff, contractors and representatives (MSC Representatives), MSAC or a Venue, other MSC members, or in relation to these Terms or your MSC membership in general;
  - c) treat all MSC Representatives and MSC members with respect and courtesy at all times;
  - d) not act in a manner unbecoming of an MSC member or prejudicial to the reputation of MSC, MSAC or a Venue;
  - e) not do anything to negatively impact or affect the image, goodwill, name or reputation of MSC, MSAC or a Venue; and
  - f) not abuse, threaten, harass, discriminate against, assault, fraudulently misrepresent or otherwise materially detrimentally impact or effect any MSC Representative.
- 12. You agree you will submit to any measures taken against you under these Terms for a breach of the standards of behaviour outlined in clause 11.

#### **Membership cancellation for breach**

- 13. Where you breach one or more of these Terms, including but not limited to the standards of behaviour set out in clause 11, MSC may in its sole discretion, without otherwise limiting the rights available to it under these Terms or at law:
  - a) immediately upon written notice to you:
    - i. terminate your MSC membership; or
    - ii. suspend your MSC membership for a period of up to three months, as otherwise determined by MSC in its discretion;
  - b) issue a written warning to you;
  - c) prohibit your entry to, or immediately expel you from, MSC or a Venue; and/or
  - d) take any other action permitted under any Venue's conditions of ticketing and entry.
- 14. If your membership is:
  - a) terminated by MSC under clause 13(a)(i), you:
    - i. are liable to pay to MSC the outstanding amount of the current unbilled billing cycle, pro-rated to the period of the cycle for which you were a member; and
    - ii. are not liable to pay any additional fees other than specified in (i) above; or
  - b) suspended by MSC under clause 13(a)(ii), you will not have access to any of MSC's Venues, facilities or services, and are not liable to pay the applicable membership fee, for the duration of your suspension period.
- 15. You acknowledge and agree that in the event your MSC membership is terminated by MSC in accordance with clause 13, you release and indemnify MSC in relation to any costs, expenses, actions, suits, proceedings, claims, demands or

damages arising directly or indirectly in relation to such termination.

### **Change of Rules/Terms & Conditions**

16. MSC reserves the right to change, modify or update these Terms, any other rules and/ or terms and conditions relating to your membership or use of any Venue. Any such changes will be made with reasonable notice and displayed prominently in and around the relevant Venue and on the MSC website ([www.melbournesportscentres.com.au](http://www.melbournesportscentres.com.au)).

### **Membership Suspensions**

17. MSC offers suspension of memberships in accordance with this clause. Memberships may be frozen, and payments suspended under the following conditions:
  - a) The minimum suspension period is 14 days.
  - b) The maximum suspension period is 28 days.
  - c) Suspensions cannot exceed a total of 28 days in any 12-month period.
  - d) Suspension requests must be submitted to MSC in writing by emailing [members@melbournesportscentres.com.au](mailto:members@melbournesportscentres.com.au) in advance of the requested suspension period.
  - e) Members will not have access to any MSC's Venues, facilities or services during the suspension period.
  - f) You must not have any debt on your account. If there is a debt you will be required to clear such debt before the suspension request can be actioned.
  - g) Direct debit payments will resume immediately following the allocated suspension period.

### **Medical Suspensions**

18. MSC offers medical suspensions of memberships in accordance with this clause. Memberships may be frozen, and payments suspended under the following conditions:
  - a) Medical suspension of memberships is only offered in cases relating to injury or medical conditions subject to approval on the receipt of relevant documentation from a registered medical practitioner.
  - b) The minimum medical suspension period is 14 days.
  - c) The maximum medical suspension period is 28 days. (Any extensions of medical suspensions will need to be applied for in writing to the Health and Wellness Manager and are subject to approval).
  - d) Medical suspensions (inclusive of extensions) cannot exceed a total of 84 days in any 12-month period.
  - e) Medical suspension requests must be submitted in writing to MSC by emailing [members@melbournesportscentres.com.au](mailto:members@melbournesportscentres.com.au).
  - f) You must not have any debt on your account. If there is a debt you will be required to clear such debt before the suspension request can be actioned.
  - g) Members will not have access to any MSC's Venues, facilities or services during the suspension period.
  - h) Direct debit payments will resume immediately following the allocated suspension period.

### **Direct Debit Payments**

19. Membership payments can be made by direct debit only. Direct debit can be made from bank account or credit card and will occur fortnightly. The first membership period is to be paid in advance at the time of submitting your membership application, this initial payment is pro rata based on the date of the next direct

debit payment, following these payments will then proceed fortnightly in advance on the regular schedule. If a scheduled payment day falls on a public holiday in Victoria, MSC will debit your account on the next business day after that public holiday. Depending on your bank, payments may take up to 5 business days to be processed. You agree to pay the instalment amount at the agreed payment frequency until your membership is formally suspended or cancelled.

20. To help you understand your rights and responsibilities when making repayments by direct debit, please see the below detail. You are responsible for:
  - a) making sure that your nominated account is set up to accept our direct debit. If you are uncertain about this, please check with the financial institution where your account is held;
  - b) making sure there is enough money in your nominated account on the direct debit due date and up to 5 business days following. Note there may be a delay in processing the direct debit if there is a public holiday on the day of the debit; and
  - c) informing MSC if your nominated bank or credit card details change. You need to give MSC seven (7) days' notice before the direct debit due date for cancelling your membership and related direct debit.If:
  - d) you consider that a direct debit repayment has been initiated incorrectly, or if you do not understand any aspect of the direct debit procedure, you should contact MSC.
  - e) your bank or credit card provider does not allow a payment, such as where your account does not have enough money in it or you are over your credit limit, MSC will require you to make that payment at MSAC reception by cash, Eftpos or credit card. Any fees for a direct debit payment that is dishonoured or unable to be processed will be passed onto you.Where a payment is rejected under (e) above:
  - f) you will incur a \$6 rejection fee that will be charged to your account by MSC.
  - g) your MSC membership rights will be suspended until such time as the total membership debt plus any associated rejection fees are paid in full.Where payments are rejected for four (4) or more consecutive pay cycles (8 weeks):
  - h) your MSC membership will be cancelled and your account will be blocked for all venue use until such time as the total membership debt plus any associated rejection fees are paid in full.
21. MSC will keep all information relating to your financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or in connection with claims made on MSC relating to an alleged incorrect debit.

### **Risk warning and Waiver**

22. Your participation in the recreational activities supplied by MSC may involve risks which can result in personal injury, death or property damage. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By submitting this membership application, you acknowledge, agree, and understand that

participation in the recreational services provided by MSC may involve risk. You agree and undertake any such risk voluntarily and at your own risk.

#### **Waiver**

23. A supplier of recreational services or recreational activities may ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services of activities).
24. If you submit this membership application, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as follows:

#### **For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:**

By submitting this membership application, you agree that the liability of MSC in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- i. death;
- ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- iii. the contraction, aggravation or acceleration of a disease;
- iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - a) that is or may be harmful or disadvantageous to you or the community;
  - b) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded and the application of any express or implied term or guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

#### **For recreational services to which the Australian Consumer Law (Victoria) applies:**

##### **Warning under the Australian Consumer Law and Fair-Trading Act 2012:**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the suppliers named on this form MSC, are requested to ensure that the recreational services supplied to you:

- i. are rendered with due care and skill: and
- ii. are reasonable fit for any purpose which you either expressly or by implication, make known to the supplier; and
- iii. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these

conditions do not apply to you. If you submit this membership application, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these terms and conditions.

**Note:** The change to your rights, as set out in these terms and conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

#### **Exclusion of rights under the Australian Consumer Law (Victoria):**

By submitting this membership application, you agree that the liability of MSC for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

#### **Release & Indemnity**

25. In consideration of MSC accepting your membership application you, to the extent permitted by law:
- a) release and forever discharge MSC from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with your membership of MSC, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever; and
  - b) release and indemnify MSC against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
    - i. the negligence or breach of contract by MSC or in any other manner whatsoever; or
    - ii. any breach by you of the warranties given in clauses 28 or 29,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of MSC.

26. In consideration of MSC accepting your membership application you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless MSC in respect of any Claim by any person:
- a) arising as a result of or in connection with your membership or undertaking the recreational activities provided by MSC, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever;
  - b) against MSC in respect of any injury, loss or damage arising out of or in connection with your failure to comply with MSC's rules and/or directions, whether caused by the negligence or breach of contract by MSC or in any other manner whatsoever; and
  - c) arising out of or in connection with any breach by you of the warranties given in clauses 29 and 30,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of MSC.

27. For the purposes of clauses 25 and 26, "Claim" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connect with your membership of MSC, but does not include a claim against MSC by any person expressly entitled to make a claim under an MSC insurance policy.

#### **Insurance**

28. You acknowledge and agree that MSC has arranged some limited insurance coverage (public liability). However, you acknowledge and agree that the insurance taken out by MSC may not provide full indemnity for loss, damage or injury that you may suffer during your use of a Venue's facilities or service and that you may have to pay the excess if a Claim is made on your behalf. You agree that your own insurance arrangements are ultimately your own responsibility and you will arrange any additional coverage at your expense after taking into account MSC's insurance arrangements and your own circumstances.

#### **Disclosure of Medical Conditions**

29. You warrant that prior to utilising MSC's Venues, facilities and services you:
- are and must continue to be medically and physically fit and able to utilise the Venue's facilities and services;
  - are not a danger to yourself or to the health and safety of others; and
  - are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to utilise the Venue's facilities and services.

You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that the MSC relies on information provided by you and that all such information is accurate and complete. You agree to report any accidents, injuries, loss or damage you suffer during use of a Venue's facilities and services to MSC before you leave the Venue.

#### **Exclusion of Applicant**

30. You warrant that you have not at any time been excluded from participating in recreational activities by a medical practitioner or any person or entity including MSC. You acknowledge and agree that MSC and/or MSC Representatives may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your use of a Venue's facilities or services.

#### **Safety**

31. You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your use of a Venue's facilities or services, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by a Venue and/or MSC in connection with use of the Venue's facilities or services. If you fail to comply with the Venue and/or MSC's rules and/or directions, you will not be permitted to use or to continue

to use the Venue's facilities or services and no refund will be given. If you suffer any injury or illness, you agree that MSC may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these Terms constitutes your consent to such evacuation, first aid and/or medical treatment.

#### **Governing Law**

32. The governing law of these Terms is the law of the State of Victoria. You irrevocably and unconditionally consent and submit to the jurisdiction of the courts of Victoria and waive any right to object to the exercise of such jurisdiction.

#### **Use of Image**

33. You acknowledge and consent to photographs and electronic images being taken of you in connection with your MSC membership, and during your use of a Venue's facilities or services. You acknowledge and agree that such photographs and electronic images are owned by MSC and MSC may use the photographs for promotional or other purposes without your further consent being necessary and without acknowledgement of you and without you being entitled to any remuneration or compensation now or in the future.

#### **Privacy**

34. You understand that the personal information you have provided in this membership application is necessary for the provision of MSC's facilities and services, and that it is collected in accordance with MSC's Privacy Policy (available from [www.melbournesportscentres.com.au](http://www.melbournesportscentres.com.au)). You acknowledge that MSC may use or disclose your personal information for the purposes of providing you with member information, services or promotional material or otherwise in accordance with MSC's Privacy Policy. MSC may share your information with third parties such as affiliates and other organisations involved in related activities in Australia; companies engaged by MSC to carry out functions and activities on MSC's behalf including direct marketing; MSC's professional advisers, including accountants, auditors, lawyers and insurers; however, your information is not generally disclosed to anyone outside Australia. You understand that the MSC Privacy Policy contains information about how you may access, and request correction of your personal information held by MSC or make a complaint about the handling of your personal information and provides information about how a complaint will be dealt with by MSC. You acknowledge that your membership application may be rejected if the information is not provided. If you do not wish to receive promotional material from MSC's sponsors and third parties, you must advise MSC in writing or via the opt-out procedures provided in the relevant communication. It is your responsibility to read and understand the Privacy Policy of MSC. You understand that if you have any concern or complaint about the way MSC handles your personal information, you must contact MSC.

#### **Entire agreement**

35. These Terms (and the documents to which they refer) constitute the entire agreement between the parties in respect to your MSC membership application and supersedes all other agreements, understandings and representations and negotiations with MSC in relation to MSC's services and facilities. To the extent that any

clause of these Terms is void or unenforceable it is severable and does not affect the remaining provisions of the Terms.

#### Statement of Understanding

36. You have read, or have had read to you, the above conditions and having understood the same, you consent to the activities proposed.

#### General conditions of entry

37. All users must hold a valid membership card or wristband with them at all times when using a Venue's facilities. Membership cards and wristbands are strictly not transferable. Replacement cards and wristbands can be printed at the MSAC Membership Services Desk at a cost of \$15. All members agree to comply with and be bound by each Venue's conditions of ticketing and entry, which are displayed as you enter a Venue or at <https://melbournesportscentres.com.au/terms-conditions/>.

#### Lost Property

38. While efforts are made to ensure the safety of users personal belongings, MSC takes no responsibility for your personal belongings. You agree that at all times You are responsible for your equipment and personal belongings.

#### Parking Access

39. With the exclusion of PT access members, parking access is available to all members, with one permit available per member via licence plate recognition or membership access cards or wristbands. There is one vehicle permitted per member and parking is accessible for up to 3 hours per day. No responsibility will be accepted by MSC for fines or other sanctions incurred by a member, resulting from use of an expired permit or otherwise. It is the members responsibility to keep their vehicle registration details up to date with MSC staff.
40. Car parking access is subject to availability and does not guarantee that a car parking space is available to a member at any given time. During major events it is likely that members' access to car parks will be even more limited or potential unavailability of access.

#### Facility Access

41. Facility access is subject to change and MSC's absolute discretion without notice. During major events, members may have limited access to facilities includes pools, classes and other products and services. MSC does not offer compensation to members in such instances.

#### PLEASE NOTE THE FOLLOWING:

If the Competition and Consumer Act 2010 or similar State law operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws then the liability of MSC for breach of warranties is limited to the payment of the cost of supplying MSC's services and facilities again.

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix Australia Pty Ltd (Payrix Australia) and MSC. 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 Payrix Australia Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of Melbourne Sports Centres (ABN 16 374 471 008) (herein referred to as the Business) I/We acknowledge that Payrix Australia is acting as a Direct Debit Agent for the Business and that Payrix Australia 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 Payrix Australia and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix Australia 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 Payrix Australia 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:

I/We authorise:

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 Payrix Australia 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 Payrix Australia to vary the amount of the payments upon instructions from the Business. I/We do not require Payrix Australia 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 Payrix Australia.

I/We authorise Payrix Australia 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.

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.

Payrix Australia Pty Ltd ABN: 63 135 196 397  
2 Clunies Ross Ct  
Brisbane Technology Park  
Eight Mile Plains QLD 4133  
1300 592 283