

## TERMS AND CONDITIONS FOR SYDNEY UNI SPORT & FITNESS DIRECT DEBIT PROGRAMS

As set out in the Sydney Uni Swimming Terms & Conditions, the Debit Success fortnightly billing facility is available for Sydney Uni Sport & Fitness Swim Program.

On 1 January of each calendar year, Sydney Uni Sport & Fitness shall be entitled to increase the fortnightly payment in line with annual price increases. Any changes will be communicated to members.

**This is a binding agreement, which will not be cancelled by me for a minimum 10 - weeks other than as set out in these Terms & Conditions.**

**The fortnightly membership payment will continue automatically after the minimum term of 10 weeks until you advise SUSF of your desire to cancel and any cancellation fees applicable have been paid in full.**

- I understand that a time stop facility is not available for 10 weeks on my Sydney Uni Sport & Fitness Debitsuccess swim perpetual program.
- All payments shall be payable whether or not I attend the Sydney Uni Sport
- I agree to abide by the Terms and Conditions set by Sydney Uni Sport & Fitness in relation to the use of its Debitsuccess fortnightly billing facility. I acknowledge that if I fail to comply with any such Terms and Conditions, I may have the enrolment cancelled at my own cost.
- I am aware than in such case, no refund of fees and/or Debitsuccess payments will be paid.
- By ticking 'YES' to this form I/we authorise Debitsuccess Pty Limited, contracted by and acting on behalf of the Business to collect payments due by me/us pursuant to the Agreement (defined below), to debit payments from my specified Credit Card above, and I/we acknowledge that Debitsuccess will appear as the merchant on my credit card statement. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business and where such instructions from the Business are received by Debitsuccess Pty Limited, I/We do not require Debitsuccess Pty Limited to notify me/us of such variations to the debit amount.
- I/we authorise you until further notice to debit my/our account with all amounts which Debitsuccess Pty Limited, the registered initiator of the above Authorisation Code may be initiated by Direct Debit. I/we acknowledge and accept that the bank accepts this authority only upon the conditions set out in this form.
- This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request and the provided DDR Service Agreement which follows, and I/we have read and understood the same.

## DEBITSUCCESS DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Debitsuccess. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

**INITIAL TERMS** I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 496485 to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business). I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

**RELATIONSHIP** I/We acknowledge that Debitsuccess is acting as an agent of the Business and that Debitsuccess does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

**CLEARED FUNDS** I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. 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 when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

### VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Debitsuccess to vary the amount of the payments upon instructions from the Business. I/We do not require Debitsuccess to notify me/us of such variations to the debit amount. I/We acknowledge that variations to the debit arrangement will be directed to the Business. I/We acknowledge that Debitsuccess/Business is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

**CANCELLING THESE DEBIT TERMS** I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

**DISHONoured PAYMENTS** 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 fees of solicitors and collection agents appointed by Debitsuccess; and -Debitsuccess may attempt to re- process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

**ACCURACY OF INFORMATION** I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Debitsuccess is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Debitsuccess may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it wholly my/our responsibility to provide details of a replacement credit card to Debitsuccess via the Business.

**DISPUTES** I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

**OTHER AUTHORISATIONS** I/We authorise:

The Debit User to verify details of my/our account with my/our Financial Institution; and

The Financial Institution to release information allowing the Debit User to verify my/our account details.

#### **INFORMATION SECURITY**

Debitsuccess agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will 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.

Debitsuccess will only disclose information that we have about you:

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

Should you have any queries in relation to these terms and conditions contact DebitSuccess

Pty Ltd.

PO Box 577, Mt Waverley, Vic, 3149