

Terms and Conditions

Direct Debit Request Service Agreement

1. Debiting your account

- 1.1. By signing a Direct Debit Request (DDR) you have authorised Des Renford Leisure Centre (DRLC) to arrange for funds to be debited from your bank, credit union, or building society account (Option 1 of the Direct Debit Authorisation form) or
- 1.2. Automatic payment from your credit card (Option 2 of the Direct Debit Authorisation form).
- 1.3. DRLC will only arrange for funds to be debited from your account or credit card as authorised in the direct debit request.
- 1.4. The payment amount entered on the DDR form may be the fortnightly cost, weekly cost, monthly cost, or full cost of a given program. The monthly cost is determined by dividing the annual cost of the program by 12 months.
- 1.5. Regular Debits will occur at the selected Frequency starting on the nominated date, or if that day is a Saturday, Sunday or Public holiday, the next business day and will continue until you have provided notice to cancel or change the agreement in writing.

2. Membership holds/suspensions

- 2.1. You may place a payment hold/suspension on your membership during which time debits will be paused on your DDR agreement.
- 2.2. A hold/suspension must be requested via emailing drlc@randwick.nsw.gov.au or by completing the appropriate hold/suspension form at DRLC.
- 2.3. During the period that a hold/suspension is placed on your membership and payments, no access is permitted to DRLC.
- 2.4. A single hold/suspension on your membership cannot be less than 1 week and must not exceed 4 weeks.
- 2.5. All holds/suspensions must be in increments of 1 week (i.e. no half weeks).
- 2.6. The total of all membership holds/suspensions must not exceed 3 calendar months (13 weeks) each year of your membership.

3. Changes by us

- 3.1. DRLC may change or cancel the terms of the membership agreement at any time but will give you at least 14 days' notice before it does.
- 3.2. DRLC may cancel the membership agreement at any time if two consecutive payments have been dishonoured by your financial institution or credit card provider, in which case you must arrange an alternative payment method with DRLC.

4. Changes by you

- 4.1. Subject to the terms and conditions, you may alter, defer or cancel the payment via emailing drlc@randwick.nsw.gov.au or by completing the appropriate form at DRLC.
- 4.2. If you wish to: cancel your agreement; stop or defer the payment; suspend future payments; alter any details on the direct debit authorisation form; or cancel the payment arrangement completely, you must notify DRLC as per Terms & Conditions 4.1.

5. Your obligation

- 5.1. It is your responsibility to ensure your nominated account can accept direct debits or your nominated credit card is current and valid and the credit card details and cardholders' details are accurate. These details need to be confirmed with your financial institution before completing the DDR. Direct Debit through BECS is not available on all accounts.
- 5.2. It is your responsibility to ensure that there are sufficient available funds in your nominated account, or credit available on your nominated credit card to meet payment on the due date.
- 5.3. It is your responsibility to advise DRLC if your nominated account is transferred or closed, or the account details change, and for your nominated credit card, to advise DRLC of changes to the card details you provided, including expiry or suspension or cancellation of your credit card.
- 5.4. It is your responsibility to arrange a suitable alternative payment method if the direct debit payment ends for any reason.
- 5.5. If you have chosen to pay by Direct Debit, ensure that all account holders on the nominated financial institution account (in the case of joint account); sign the direct debit authorisation form.
- 5.6. Check the debits on your financial institution account statement or credit card statement.
- 5.7. You may be charged a fee by your financial institution or credit card issuer due to a failed or incorrect payment, if
 - 5.7.1. there are insufficient cleared funds in your nominated account;
 - 5.7.2. insufficient credit on your nominated credit card;
 - 5.7.3. you gave DRLC incorrect account details for your nominated account or credit card.
- 5.8. DRLC may also charge you fees for this (including reimbursing costs). You must still arrange for the payment to be made to DRLC.
- 5.9. It is your obligation to permit DRLC to take your photo to add to your membership profile – if you do not permit this you then agree to present photo identification on every occasion you visit DRLC, in order to confirm the validity of your membership.

6. Dispute

- 6.1. If you believe there has been an error in debiting your nominated account or credit card, you should notify us via emailing drlc@randwick.nsw.gov.au or by completing the appropriate form at DRLC.
- 6.2. If DRLC conclude that as a result of our investigation that your nominated account or credit card has been incorrectly debited, DRLC will refund the amount directly to you. Should our investigation conclude your nominated account or credit card has been incorrectly debited by a financial institution DRLC will arrange for them to adjust your account (including interest and charges) and advise you in writing.

7. Confidentiality

- 7.1. DRLC will keep all information relating to your personal contact information, nominated financial institution account or credit card account confidential. DRLC will make reasonable efforts to keep any such information that we hold secure and to ensure that any of our employees or agents who have access to your information do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2. DRLC will only disclose information that it has about you:
 - 7.2.1. to the extent specifically required by law;
 - 7.2.2. for the purposes of this agreement (including disclosing information in connection with any query or claim)

PRE-EXERCISE SCREENING TOOL

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Des Renford Leisure Centre (DRLC) or its representatives for any loss, damage or injury that may arise from any person acting on any statement or information contained in this screening tool.

Name (BLOCK LETTERS):

Date of birth:/...../..... Male: Female: Date:/...../.....

AIM: to identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise. This screening tool is self-administered and self-evaluated.

Please circle response

1. Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	Yes	No
2. Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3. Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4. Have you had an asthma attack requiring emergency medical attention at any time over the last 12 months?	Yes	No
5. If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months?	Yes	No
6. Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	Yes	No
7. Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No

<p>IF YOU ANSWERED 'YES' to any of the 7 questions above, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise, or</p> <p><input type="checkbox"/> I acknowledge that I am currently under the supervision of a medical practitioner who has approved my participation in an exercise program.</p> <p>Signature:</p>	
<p>IF YOU ANSWERED 'NO' to all of the 7 questions above, and you have no other concerns about your health, you may proceed to undertake light-moderate intensity physical activity/exercise.</p>	
<p>WHERE APPLICABLE:</p> <p><input type="checkbox"/> I acknowledge that I have declined to receive a health consultation and safety advice on health club facilities and equipment.</p> <p>Signature:</p>	

I believe that to the best of my knowledge all of the information I have supplied is correct.

Signature: Date:/...../.....

Parent/Guardian Name: Date:/...../.....

Parent/Guardian Signature: Date:/...../.....

Risk Warning, Waiver & Indemnity

IMPORTANT NOTICE

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS

PLEASE READ IT CAREFULLY!

- You acknowledge that Des Renford Leisure Centre (DRLC), its officers, employees, servants or agents (DRLC Representatives) take all reasonable steps to provide you with a safe and enjoyable health club, facilities, equipment, fitness classes and/or training programs (DRLC Services).
- By joining DRLC you acknowledge that certain inherent risks exist in relation to the use of and/or participation in and/or reliance upon DRLC Services. You acknowledge that DRLC has provided you with a risk warning and these risks include, but are not limited to:
 - Personal injury and loss (including financial loss) and damage;
 - Personal injury and loss (including financial loss) resulting from your actions, actions of others or equipment breakdown or failure; and
 - Loss or damage to personal property whether it be lost, stolen, damaged or destroyed.
- You acknowledge that you fully understand these risks, terms and conditions and participate freely and accept the risks involved. You agree to indemnify, and will not hold responsible, DRLC and DRLC Representatives from all claims and liabilities (whatsoever in nature) associated with your use of and/or participation in and/or reliance upon DRLC Services and you hereby release DRLC and DRLC Representatives from any claims or actions (whatsoever in nature) that may be instituted in relation to your use of and/or participation in and/or reliance upon DRLC Services.
- This exclusion of liability does not apply to liability which cannot be contracted out of due stature.

- You acknowledge that you are physically and mentally capable of using DRLC Services and that you have read this document and sign it of your own free will.

Privacy and Personal Information Protection Notice

The purpose of collection of this information is to enable Council to process your request. We will not be able to process your request if you do not provide the information. This form will be stored electronically in Council's electronic document management system. Access to this information is restricted to Randwick City Council officers. Members of the public will not be provided with access to the personal details contained on this form. View our Privacy Statement for more information at dlc.com.au

Member Name: Phone / Mobile:

Member Signature:

Name of Parent/Guardian/Guarantor (if applicable):

Signature of Parent/Guardian/Guarantor (if applicable):

Date:/...../..... CSO Attended: