

Part 1 Request and authority to debitYour surname or company name:

Your given names or ABN/ARBN "you" request and authorise City of Canterbury Bankstown to arrange, through its own financial institution, a debit to your nominated account any amount City of Canterbury Bankstown deemed payable by you.

This debit or charge will be made fortnightly through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Periodic amount/type of payment OR agreed invoice amount: \$ **Part 2 Insert the name and address of financial institution at which your account is held**

Financial institution name:

Address:

Part 3 Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing debit arrangements between you and CB Swim Schools as set out in this request and in your Direct Debit Request Service Agreement.

Insert owner of account's signature, ID type and number, and addressSignature: Date:

(If signing for a company, sign and print full name and capacity for signing e.g. Director)

Name: Position: Address: **Second account signatory (if required)**Signature: Date:

(If signing for a company, sign and print full name and capacity for signing e.g. Director)

Name: Position: Address: **Insert details of account or credit card to be debited**Name/s on account: BSB number (6 digits): Account number: Credit card number: Expiry date:

I acknowledge that I must provide written notice through the cancellation form on the website two weeks in advance of the upcoming direct debit.

If an automatic direct debit arrangement is in place, fees will continue to be debited from your credit card or account until you or CB Swim School cancels the arrangement by notifying your bank or credit provider. If you terminate or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable for damages for breach of contract.

Each year Council reviews its fees and charges and this may lead to an increase in our fees. If our fees change we will notify you via the email you provided in the enrolment form. Your deduction will be automatically amended to the new fee.

Recurring fortnightly debits of: \$ Starting: Signature: Date: Email address:

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Signature: Date:

Email address:

This is your Direct Debit Service Agreement with City of Canterbury Bankstown. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement 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 authorisation.

Definitions

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by you to us is due.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the Direct Debit Request between us and you.

Us or we means CBC, (the Debit User) you have authorised by requesting a Direct Debit Request.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
or
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments by us

- 2.1 We reserve the right to increase the membership fees to be charged for any payments which are scheduled to be debited after July 1 each year. All proposed fees and charges will be advertised for public viewing for one (1) month prior to being adopted by council. Following adoption of any fee increase, you authorise us to increase any debits to your credit card or bank account which you have authorised in your most recent Direct Debit agreement.
- 2.2 We may vary any other details of this agreement at any time by giving you at least thirty (30) days written notice.

3. Amendments by you

- 3.1 You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least 30 days notification by writing to: **Canterbury Leisure and Aquatic Centre - PO Box 8, Bankstown NSW 1885**

Or by telephoning us on **(02) 9789 9303** during business hours and then sending confirmation in writing;

Or arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising City of Canterbury Bankstown of your new account details.

4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
 - 4.2.1 you may be charged a fee and/or interest by your financial institution;
 - 4.2.2 you may also incur fees or charges imposed or incurred by us; and
 - 4.2.3 you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

- 5.1 If you believe there has been an error in debiting your account, you should notify us directly on **(02) 9789 9303** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- 6.1 With your financial institution whether direct debiting is available from your account as direct debiting is not available through BECS on all accounts offered by financial institutions.
- 6.2 Your account details which you have provided to us are correct by checking them against a recent account statement; and
- 6.3 With your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7. Confidentiality

- 7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We 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.

- 7.2 We will only disclose information that we have about you:

7.2.1 to the extent specifically required by law; or

7.2.2 for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:
Canterbury Leisure and Aquatic Centre, PO Box 8, Bankstown NSW 1885
- 8.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us.
- 8.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.
- 8.4 Minimum booking duration is 12 weeks

9. Cancellation policy

- 9.1 Council requires two weeks notice prior to your upcoming direct debit payment to cancel your booking. This needs to be completed on a swim school cancellation/suspension form.
- 9.2 Should you miss two consecutive lessons without notice your booking will end.
- 9.3 Council reserves the right to consolidate classes at any time.
- 9.4 CB Swim Schools do not facilitate make up lessons.
- 9.5 In the event of an electrical storm, all facilities will be evacuated for public safety. A one lesson credit on your CB Swim School account will be provided.
- 9.6 In the event of a fecal or vomit incident, NSW Health Public Pools and Spas Response Plans will be enacted.
- 9.7 In these instances, affected participants will receive a one lesson credit on your CB Swim School account.

10. Program suspensions

- 10.1 CB Swim School bookings can be held for up to four weeks at two intervals throughout the calendar year.
- 10.2 Each suspension will cost \$15 to hold each booking.
- 10.3 Suspensions must be requested via the website and be made two weeks in advance of your next direct debit payment.

11. Refunds and credits

- 11.1 A credit will be provided under the following circumstances:
 - A pool closure due to pool contamination.
 - Provision of a valid medical certificate.
- 11.2 Credits are only valid for six months and can be refunded.
- 11.3 After six months, a credit will not be valid or refunded.
- 11.4 All applications for a refund must be submitted in writing to the CB Swim School site supervisor.

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