



# DIRECT DEBIT HEALTH AND WELLNESS MEMBERSHIP ENROLMENT 1.0

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NEW MEMBERSHIP       RENEWAL OF MEMBERSHIP

## A Membership Application

			Card number
Title	First Name	Surname	Membership number
Date of Birth	Sex	Date	Membership type
Home Address		Suburb	Postcode
Company Name (only applicable for corporate memberships)			
Telephone Home (H)	Business (B)	Mobile (M)	Referred by
Email Address			

### Terms and Conditions of Membership

You, the applicant have applied for membership of MSAC. In consideration of your application for membership being accepted (which it may not be in MSAC's absolute discretion and without giving reasons) you acknowledge and agree that: This membership is an on-going payment membership. Your nominated account will continue to be debited until MSAC receives notice of cancellation in writing in accordance with clauses 5 or 6.

- All membership payments are made in advance for the coming billing period.
- If the bank rejects a debit to your nominated account, an alternative payment must be made. Rejected debits remain due and payable. Any bank transaction fee incurred by MSAC will be passed on to you.
- Your access to the MSAC fitness and aquatics area will be denied if MSAC receives notification of the debit to your nominated account being rejected by the bank. You will regain access to these areas once payment has been received.
- If the bank rejects three debits to your nominated account over a 12 month period, you will be notified and asked to seek other means of payment for your membership.
- All requests for refunds in the first fourteen (14) days of membership will be honoured in full. The MSAC Member Liaison Officer must receive such request in writing with membership card attached. In all other circumstances the membership may only be cancelled in accordance with clause 6.
- Subject to Clause 5, and unless otherwise stated, cancellation of your membership may be exercised only after the initial minimum period of 6 months. You may cancel your membership by giving 1 calendar months notice in writing to the MSAC Member Liaison Officer. Cancellation will not be accepted by phone. It is your responsibility to ensure that faxed or mailed cancellations are received by MSAC, to do this you may contact the Member Liaison Officer who will provide you with a confirmation receipt number.
- Warning - Undertaking exercise can be inherently dangerous. You acknowledge that you are exposed to certain risks whilst undertaking exercise including but not limited to physical exertion, body contact, ground or venue contact, venue conditions (including indoor and outdoor surfaces/venues), exercise associated items and equipment and fixed venue items. You acknowledge that accidents can and often do happen which may result in you being injured or even killed, or your property damaged. You have voluntarily read and understood this warning and accept and assume the inherent risks in undertaking exercise.
- You acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that it is a term of your membership (if accepted) that these implied terms and rights and any liability of MSAC flowing from them, are expressly excluded to the extent possible by law, by these membership terms and conditions. MSAC is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of your membership and/or participation in any MSAC activity. To the extent of any liability arising, the liability of MSAC will, at MSAC's discretion, be limited to the re-supply of the services or payment of the cost of having the services supplied again.
- In consideration of MSAC accepting your application for membership you: a) Release and will release MSAC from all Claims that you may have or may have had but for this release arising from or in connection with your membership and/or participation in any MSAC activity; and b) Indemnify and will keep indemnified MSAC to the extent permitted by law in respect of any Claim by any person arising as a result of or in connection with your membership and/or participation in any MSAC activity. In this clause 14, "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence from or in connection with your membership and/or participation in any MSAC activity but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant MSAC insurance policy.
- You declare that you are and will continue to be medically and physically able to participate in any MSAC activity. You must not be a danger to yourself or to the health and safety of others. You understand and accept that MSAC will continue to rely upon this declaration as evidence of your fitness and ability to participate.
- In these terms and conditions "MSAC" means and includes the State Sports Centre Trust and its officers, employees, agents and sub-contractors. Nothing in this form inhibits the MSAC in the administration and exercise of its powers and the performance of its functions under the State Sports Centre Act 1994 (Vic).

Member's signature \_\_\_\_\_ Date \_\_\_\_\_

Member's signature \_\_\_\_\_ Date \_\_\_\_\_

**You have read, understood, and agree to the membership terms and conditions including the warning, exclusion of liability, release and indemnity. You acknowledge that if your application for membership is successful you will be entitled to all benefits, advantages, privileges and services of MSAC membership.**

Member's signature \_\_\_\_\_ Date \_\_\_\_\_ Staff Member's name \_\_\_\_\_ Date \_\_\_\_\_

### How did you hear about us?

- MSAC Website       Referred by Friend       Flyers/Brochures  
 External Publication (please specify): \_\_\_\_\_  
 Regular Visitor (area): \_\_\_\_\_       Other: \_\_\_\_\_

### Melbourne Sports and Aquatic Centre Privacy Information

#### Privacy statement

MSAC requires the information requested to provide you with MSAC services. If the requested information is not provided you may not be able to receive MSAC services. Your personal information will only be used in accordance with MSAC's general business objective and to provide you with MSAC services, which may include access to data by service providers for support purposes. You will be able to access your personal information through MSAC upon reasonable notice, in accordance with the procedure set out in the privacy legislation. (Information Privacy Act 2000)

**Credit Card Deduction Authority** (Please include details below) *Note: MSAC does not accept AMEX or Diners Club cards*

Note memberships are on-going payment memberships. Your nominated account will continue to be debited until MSAC receives notice of cancellation in writing.

Cardholder's name	Card expiry date	Membership type
Bank name		
Credit card number		
Cardholder's signature	Amount \$	Billing Period

You hereby authorise a debit of your nominated account with the **amount and at the intervals advertised by MSAC.**

Would you like to pay the pro rata amount in your first debit? Yes  No  If yes, pro rata amount payable: \_\_\_\_\_

Cardholder's signature

**Cheque / Savings Debit** (please fill out Direct Debit Authority (Form PD-C) below)

Date of Application

Name of Financial Institution: **THE MANAGER**

Address (where account held)	Postcode
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Dear Sir Madam, I/We - Name in full - (Please use Block Letters)

Surname	Given Names
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request you until further notice in writing to debit to my/our account described in the schedule below any amounts which The Melbourne Sports and Aquatic Centre, ("The User" - User ID 111778) may debit or charge me/us through the Direct Debit System.

I/We understand and acknowledge that:

1. The Financial Institution may in its absolute discretion determine the order of priority of payment by it of any moneys pursuant to this Request or any authority or mandate.
2. The Financial Institution may, in its absolute discretion, at any time by notice in writing to me/us terminate this Request as to future debits.
3. The User may, by prior arrangement and advice to me/us vary the amount or frequency of future debits.

Would you like to pay the pro rata amount in your first debit? Yes  No  If yes, pro rata amount payable: \_\_\_\_\_

**The Schedule**

**DIRECT DEBITING IS NOT AVAILABLE ON THE FULL RANGE OF ACCOUNTS. IF IN DOUBT, PLEASE REFER TO YOUR FINANCIAL INSTITUTION.**

Name the Account is in

BSB Number	Account Number
Amount to be debited	Billing Period

Signature(s) of Customer(s)

Correspondence to be sent to address overleaf.

**Payment Information (Office Use Only)**

**MONTHLY MEMBERSHIP**

Date	Join Fee	Discount (if applicable)	Pro-rata for current month	Amount payable	Amount paid	Receipt number	Staff name

\*Reason for Discount Managers Authorisation

Variations to membership or payment