

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 membership agreement.

1. INITIAL TERMS

I/We authorise Debitsuccess Pty Limited (ACN: 095 551 581) APCA User ID 496485 to make periodic debits on behalf of Flinders Uni Sport & Fitness (FUSF) as indicated on DDR Authorisation Form (herein referred to as FUSF)

I/We acknowledge that if specified by the FUSF, 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 FOF.

2. RELATIONSHIP

I/We acknowledge that Debitsuccess is acting as an agent of FOF 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 FUSF or the terms and conditions of any agreement with FUSF.

3. 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.

We recommend funds are available in the account Thursday–Tuesday to be most likely to process correctly.

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

4. VARIATIONS TO DEBIT TERMS

I/We authorise FOF to vary the amount of the payments from time to time as provided for within the agreement with FOF.

I/We authorise Debitsuccess to vary the amount of the payments upon instructions from FUSF.

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 FUSF.

I/We acknowledge that Debitsuccess/FUSF 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 FUSF.

5. CANCELLING THESE DEBIT TERMS

I/We understand that this membership is a no contract Direct Debit membership. I will adhere to the 2-Week cancellation notice period.

Cancellation of membership must be completed using the Cancellation JotForm found on our website under 'Fitness, Memberships' and/or at Reception.

I/We acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with FUSF or remove my/our liability to make the payments I/we have agreed to.

6. 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 FUSF and/or add such unsuccessful payment to any future payments. Failed payment fee is \$10.

7. 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 Membership Agreement.

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 FUSF.

8. DISPUTES

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

9. 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.

10. 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 Phone: 1800 148 848 E-mail: customerservice@debitsuccess.com.