

Tennis Lessons Enrolment Agreement

Responsible Person (Account Holder)

Mr / Mrs / Ms / Miss Surname: _____ First Name: _____

Ph: Mobile _____ Home: _____ Work: _____

Email: _____

Address: _____ Suburb: _____ Postcode: _____

Child's Last Name: _____ First Name: _____ Gender: M / F DOB ___ / ___ / ___

Child's Last Name: _____ First Name: _____ Gender: M / F DOB ___ / ___ / ___

Child's Last Name: _____ First Name: _____ Gender: M / F DOB ___ / ___ / ___

Emergency Contact Details

Mr / Mrs / Ms Miss Surname: _____ First Name: _____ Mobile: _____

Medical Check - Are you or your child affected by any of the following:

1. Asthma	Y / N	5. Convulsions / Fainting	Y / N	9. Disability	Y / N	11. Other _____
2. Epilepsy	Y / N	6. Hearing Difficulties	Y / N	10. Anaphylaxis	Y / N	
3. ADD / ADHD	Y / N	7. Vision Impaired	Y / N			
4. Diabetes	Y / N	8. Penicillin	Y / N			

If Yes, please provide details: _____

Members with Down Syndrome ONLY Atlanto-Instability Check performed Y / N Outcome / Result: _____

Does your child / children have any existing injuries? If so, please provide details: _____

Enrolment Details

1. New Enrolment 2. Re-Enrolment

Class Type: _____ Day: _____ Time: ____ : ____ Date of first class: ___ / ___ / ___

Class Type: _____ Day: _____ Time: ____ : ____ Date of first class: ___ / ___ / ___

Class Type: _____ Day: _____ Time: ____ : ____ Date of first class: ___ / ___ / ___

Enrolment Agreement

I have read and understood the Terms and Conditions of this enrolment detailed above and on the back of this form. I acknowledge that the information given on the form is true and correct and I understand that Sydney Sports Management Group will not pass on these details to any third party without my authorisation.

By signing this form, parents must agree to be bound by the conditions of entry into our facility. These conditions are displayed on the Heffron Park Tennis Centre website and management reserves the right to refuse entry, cancel an enrolment or request a participant to leave if not behaving in a responsible manner.

I authorise Sydney Sports Management Group to debit my account the amount of \$ _____ fortnightly on an ongoing basis with the first direct debit commencing on ___ / ___ / ___. I understand that this is a perpetual enrolment; classes and payments will not stop unless written notification has been received. Cancellations will only be accepted with at least 14 days' written notice.

Authorisation

Full Name: _____ Signature: _____ Date: ___ / ___ / ___



Terms and Conditions

All enrolment conditions have been established to ensure maximum enjoyment at the centre by all participants of Heffron Park Tennis Centre. On acceptance by the Centre of this agreement you will be referred to as a 'Participant' and have the usage rights and obligations as detailed below and in the Centre Conditions of Entry.

1. Enrolment Conditions

Your enrolment commences on the date stated on the enrolment agreement. Your coach will sign you in at the commencement of each class.

Your enrolment is personal to the 'Participant' and lessons cannot be assigned or transferred to another person unless previously authorised by the Centre.

A direct debit enrolment form will need to be completed at the start of your enrolment. The direct debit will continue until the participant cancels (refer to right of cancellation)

Please note that no lessons will be held on Public Holidays.

2. Legally Binding Agreement

I understand that this agreement is legally binding whether my use of the facility and its service is determined and paid on a fortnightly, weekly or block basis.

I acknowledge that increases in periodic payments may occur and Participants will be given a minimum of 14 days' written notice prior to the increases being implemented.

3. Right of Cancellation

Cancellations must be made in writing at the centre. I understand that this is a perpetual enrolment; classes and payments will not stop unless written notification has been received. Cancellations will only be accepted with 14 days' written notice in line with your direct debit payment cycle.

The Centre reserves the right to cancel this enrolment agreement.

4. Privilege to Suspend

Suspension privileges are available depending on your type of enrolment. All eligible participants must apply in writing for suspension by providing written notice to the centre.

Direct debit participants are entitled to suspend their enrolment for a 4-week period per calendar year. An automatic 4 week payment suspension will be applied for the designated Christmas holiday period.

5. Unavailability of Facility / Service

I agree to accept that the fact that a particular facility or service within the centre premises may be unavailable at any particular time due to prior booking, mechanical breakdown, fire, Act of God, condemnation, loss of lease, catastrophe, or any other reason. Further, I agree to not hold the centre responsible or liable for such occurrences.

6. Missed Lessons

No refund is given for missed lessons. If a participant is absent from class for a prolonged period without notifying the centre they may be automatically removed from that class. In the event of long term illness or injury, suspension of direct debit payment may occur upon presentation of a medical certificate or at the Facility Manager's discretion.

Make-up lessons will be provided in the case of wet weather. These lessons can be organised by visiting our proshop to find a suitable time to complete these lessons. Some sessions will be held indoors in the case of rain and will be determined by the facility.

7. Illness for Tennis

Participants are asked to refrain from attending lessons if suffering from an infectious condition. These include; ear and eye infections, gastrointestinal infections, diarrhoea, cold sores, coughs, infectious runny noses (green discharge), open sores, rashes or feet infections. If any participant presents with any of the above conditions they may be asked not to participate in the lesson.

8. Direct Debit Drawings

Payments will be direct debited fortnightly from a nominated bank account or credit card. Debit dates will align with the date stated on this enrolment agreement. Any debits that fall on a public holiday, the debit will be initiated on the previous working day. Please allow five (5) business days from the scheduled debit date for your payment to clear.

Please refer to your direct debit form for further information and terms and conditions.

9. Failed Payments

Should there be any failed payments from your account, you're responsible for any fees and charges incurred by the bank, debt collection agency and also responsible for any fees and charges by Sydney Sports Management Group associated by the failed payment. If there are insufficient funds in your account to meet a debit payment, you must arrange for sufficient clear funds to be in your account for re-billing three (3) working days following your scheduled billing date so that we can process the debit payment. In the event that this payment fails, the payment may automatically be re-billed on the net debit date and a failed payment fee may apply.

10. Clothing Attire

Proper attire must be worn at all times including closed sports shoes.

If you do not have access to a tennis racquet, you can borrow a racquet for the duration of your lesson although it is encouraged for your child to have their own.

Our staff can assist you in choosing the right racquet size for your child.

11. Photography / Promotion

I give permission for myself / my child to be photographed / videoed while participating in tennis activities. I consent to these photos / videos being used for publicity purposes such as website and social media promotion.

I also give permission to Sydney Sports Management Group to send me emails and SMS regarding centre based promotions. All personal information will remain confidential.

12. Commitment to Child Protection

Sydney Sports Management Group will uphold practices that promote the safety, welfare and wellbeing of children and young people. All participants and guests must behave responsibly.

13. Release

I, and if being a minor my parent/s and guardian/s for and on behalf of myself, acknowledge that during all such times as I am on the premises of or included in any activity to the premises which is organised, approved or endorsed by Sydney Sports Management Group as an activity for me to take part in, both my property and person shall be at my own risk and I will not hold Sydney Sports Management Group liable for any personal injury or loss of property which may arise from negligence of Sydney Sports Management Group, its servants, agents, independent contractors, voluntary workers, other users of the facility or participants in the activities or spectators or other parties providing services through or in the facilities of Sydney Sports Management Group. I also warrant that I am physically fit and able to engage in exercise and fitness programs at the centre / facility.

I also give permission for medical / ambulance assistance in the case of an emergency and agree to pay such costs incurred.





Heffron Park Tennis Centre



ACN 601 396 543 | Authorised Representative under AFSL 315388

DIRECT DEBIT REQUEST

PH: 0447 553 159
ABN/ACN: 52 621 961 377

NEW CUSTOMER FORM

YOUR DETAILS | Please complete this form using a BLACK PEN. * Indicates a MANDATORY FIELD

Business: 29/07/2019 ABN/ACN: 52 621 961 377 **100-725-786**

Customer Reference:

* Surname: * Given Name:

* Mobile #:

* Email:

* Address:

* Suburb: * State: * Postcode:

DEBIT ARRANGEMENT | Including details and associated fees/charges detailed below and/or the total amount for the specified period for this and as per any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

I/We authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID 342190, 342191, 428198) ("Ezidebit") to debit payments from my/our account, as specified below, at intervals and amounts as directed by 29/07/2019 ("The Business") as per the Terms and Conditions of my agreement with the Business and in accordance with this Direct Debit Request and the DDR Service Agreement (Ver 1.11).

Administration Fee(once only) up to: N/A	Bank Account Transaction Fee: Paid By Business	Credit Card Transaction Fee:	VISA/Mastercard: AMEX/Diners: N/A	Paid By Business: N/A	Optional SMS Payment Reminder: N/A	Failed Payment Fee: \$14.80
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CHOOSE YOUR PAYMENT METHOD

Debit from Credit Card

VISA MasterCard

Card Number: / Expiry Date: / (M M Y Y)

Name of Cardholder:

By signing this form, I/we authorise Global Payments Australia 1 Pty Ltd, acting as Direct Debit Agent on instruction from the Business, to debit payments from my Credit Card.

Debit from Bank, Building Society or Credit Union Account

Financial Institution: Branch:

BSB Number: - Account Number:

Account Holder Name:

I/We authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (User ID No 342190, 342191, 428198) to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance with this Direct Debit Request.

The Authorisation in this Request remains in force in accordance with the terms and conditions of the DDR Service Agreement (Ver 1.11). I/We have read, understand and agree to the same. I/We declare that the information in this Request is true and correct. I/We acknowledge that my/our personal information will be collected, used, held and disclosed in accordance with the Ezidebit Privacy Policy found at <http://www.ezidebit.com/au/privacy-policy/>

Signature(s) of Account Holder: Date: / / (D D M M Y Y)

DDR Service Agreement (Ver 1.11)



DDR SERVICE AGREEMENT (Ver 1.11)

DDR Service Agreement (Ver 1.11)

I/We hereby authorise Global Payments Australia 1 Pty Ltd ACN 601 396 543 (Direct Debit User ID number 342190, 342191, 428198) (referred to as "Ezidebit") to make periodic debits on behalf of the Business (referred to as "the Business") as indicated on the attached Direct Debit Request which incorporates this DDR Service Agreement.

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services) to me/us for the Business pursuant to the Direct Debit Request and has no express or implied liability in relation to the goods and services provided or to be provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our nominated card or bank account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement including the Fees/Charges in the Direct Debit Request).

I/We acknowledge that the details of my/our nominated card or bank account should be verified (eg: against a recent card or bank statement) to ensure accuracy of the details provided and I/we will contact my/our financial institution if uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient available/cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the due date for the debit. Direct debits normally occur overnight, however transactions can take up to 3 banking business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the debit amount has been debited from the account. If there are insufficient funds available, I/we agree that Ezidebit will not be responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:

1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Sydney, NSW and Melbourne, VIC; or
3. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.

Any payment that falls due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within my/our agreement with the Business or as may be agreed by me/us and the Business. I/We do not require Ezidebit to notify me/us of the variation to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request (including this DDR Service Agreement) including varying the Debit Arrangement.

I/We will contact the Business if I/we wish to alter or defer the Debit Arrangement. I/We acknowledge that any request by me/us to stop or cancel the Debit Arrangement will be directed to the Business.

I/We acknowledge that any dispute regarding a debit will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we will contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee (as referred to in the Debit Arrangement) may be payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and agree to pay those fees and charges to Ezidebit.

"Ezidebit" may appear as the merchant for a payment from my/our credit card (including a debit or charge card). I/We acknowledge and agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non supply of goods and/or services and that all disputes will be directed to the Business (as Ezidebit is acting only as a Direct Debit Agent for the Business). The Transaction Fee for a debit to a Credit Card calculated as a percentage may be subject to a minimum amount.

I/We appoint Ezidebit as my/our agent for the control, management and protection of my/our personal information (relating to the Business and this Direct Debit Request) which is disclosed to Ezidebit. I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Direct Debit Request or the Ezidebit Privacy Policy, Ezidebit will keep your personal information about your nominated account private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection or as otherwise required or permitted by law. The Ezidebit Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and this Direct Debit Request) to release and provide such information to Ezidebit.

I/We authorise:

1. Ezidebit to verify with my/our financial institution and/or correct, if necessary, details of my/our account; and
2. My/our financial institution to release information allowing Ezidebit to verify my/our account details.

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