

## LORDS DIRECT DEBIT MEMBERSHIP TERMS AND CONDITIONS

In this application, the term 'Lords' means the City of Subiaco.

### GENERAL

#### Rules

All members must comply with the centre rules which are subject to change at the discretion of Lords management. From time-to-time Lords may be required to implement operational changes to comply with directions from state or federal governments or their agencies. Where relevant, members will be required to comply with those operational changes, in accordance with set directions. All members agree to have their photo taken for membership security purposes. Lords reserves the right to, at any time, terminate the membership of a member who behaves in a manner deemed inappropriate or who does not comply with the centre rules. No refund will be issued in the event that a membership is cancelled as a result of breaching centre rules. Lords reserves the right to alter daily operating hours, membership terms and conditions, programs and services at any time.

#### Minimum age

Members must be 16 years or over to use Lords health and fitness facilities independently. Persons under the age of 18 years require parent/guardian authorisation prior to membership approval.

#### Membership token

All Lords members must tag in with their allocated RFID token to use the facilities and services. Membership tokens are only to be used by you and cannot be transferred or provided to any other person. Tokens remain the property of Lords and may be reclaimed from members who are in default of any payment under this agreement. Lords reserves the right to refuse entry if no token is presented.

#### Swimming pool

Lords swimming pool is a 'Group 3' aquatic facility. Access is for members only and patrons under the supervision of a qualified instructor. There is no lifeguard on duty at any time, therefore members are encouraged not to swim alone. When using the swimming pool, users must abide by the conditions of entry for the Lords swimming pool. Lords reserves the right to implement changes to aquatic operations in line with the Department of Health WA Code of Practice for aquatic facilities. Pool lane availability is subject to pool bookings, as reflected in the pool lane availability online. Lords reserves the right to change pool lane availability in accordance with aquatic bookings.

### PAYMENT DECLARATION

I agree that payment for membership fees must be made upfront at the time of joining; if an automatic debit arrangement is in place, scheduled payments will continue until the membership is terminated as outlined within the 'ongoing membership terms and conditions.' The liability for the payment under this agreement will continue notwithstanding my frequency of attendance at Lords or that I should cease to attend all together. I acknowledge that I may not be entitled to any refund. I declare that I have read and understand all of the above provisions as well as the centre rules and regulations and agree to enter into and be bound by this agreement as a legally binding contract.

### PRIVACY DISCLOSURE STATEMENT

The personal information which the City of Subiaco collects in this application form is collected to enable Lords to process your application for membership. The information is used solely within the City of Subiaco. You are able to access your personal information held by the City of Subiaco in accordance with the Lords access policy. If you do not provide the information Lords will not be able to accept your application for membership. For further information of Lords privacy and disclaimer policy, please see [www.lords.com.au/privacy-and-disclaimer](http://www.lords.com.au/privacy-and-disclaimer).

### ONGOING MEMBERSHIP TERMS

This is an ongoing membership agreement. The agreement will continue until either you or Lords terminates it in the way described in this agreement. This promotional membership is unable to be purchased more than once in the promotional period. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until the arrangement is cancelled by you or Lords notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable to Lords for damages for breach of contract.

#### Additional fees

Upfront payment of \$30 is required for the first scheduled debit amount as outlined in the current City of Subiaco Schedule of Fees and Charges. The first direct debit will be scheduled 30 days after commencement of the membership and continue on a fortnightly basis, as outlined in the direct debit request.

#### Suspensions

Ongoing membership agreements may be suspended for a maximum of 84 days per membership year. Members must complete and sign a suspension form at reception or via email to the Lords membership team with five days' notice prior to intended leave. Medical suspensions are also available and must be supported with formal documentation from a health professional on business letterhead and must be submitted to the Lords membership team for approval by the team leader. To ensure a member's fortnightly payment cycle remains the same, members may be charged a pro-rata amount of their regular direct debit to maintain their normal fortnightly direct debit date. This may result in having a payment deducted during the suspension period. Memberships are unable to be on suspension during any 30-day cancellation notice period.

#### Termination of ongoing membership

Members must complete and sign a cancellation form at reception or via email to the Lords membership team with 30 days' notice. Any scheduled debits within the 30-day notice period will be deducted from the member's nominated account as per the automatic debit arrangement on a pro-rata basis. The member will have access to the facility up until the last day of the notice period. Ongoing membership agreements are subject to a 7-day cooling off period as outlined on the front of this application. There are no additional fees associated with ongoing membership cancellations.

#### Membership upgrade/downgrade and change of debit rate

All direct debit memberships can be upgraded, downgraded or have their concessionary discount changed where applicable. Members must complete and sign a new membership application and Ezidebit form at reception agreeing to the new terms and direct debit rate of their new membership. The new membership along with its new rate and access hours (if applicable) will take effect at the member's next scheduled direct debit payment and cannot be retrospectively applied.

#### Ongoing membership price increases

Ongoing memberships are subject to an annual price review and CPI increase in accordance with endorsed City of Subiaco Schedule of Fees and Charges.

#### Failed payments

If a scheduled debit is returned by your financial institution as unpaid, a failed payment fee may be payable to Ezidebit. Please ensure all terms and conditions of your Ezidebit DDR Service Agreement are read and understood. As a member, you shall cease to have rights to the Centre if full payment of outstanding amounts is not received from a defaulted payment. Rights to the Centre will be restored once payment has been received. In order to update personal or payment details, members can either sign a new Ezidebit form at reception or through their Lords online member portal.

#### Concession discounts

Only members who hold a valid concession card are eligible for the concession discount on any ongoing direct debit amounts only. Members must provide proof of their concession status at the time of registration, with verification required every 12 months from registration. Access will be disabled until proof of concession is provided.