

Direct Debit Request



Viva Fitness Club Debit# 58

ABN: 46 276 349 233

Customer Number: *

Your Details: (* fields are mandatory)

Text

Surname: * Given Names: *

Mobile #: Land Line #:

Email:

Street Address: *

Suburb/City: * State: * Post Code: *

Debit Information: (All information fields are mandatory)

Direct Debit Amount:

Payment Period: Weekly Fortnightly Monthly 4 Weekly Other

First Debit Date:

Min # Debits: Cancellation to be given to the club in writing

Payment Method: (All information fields are mandatory)

Debit Via Credit Card Visa / MasterCard / AMEX / Diners (Please Circle)

Card Number: Expiry /
m m / y y

Cardholder Name:

Debit Via Bank Account

Account Holder Name:

BSB Number: Account Number:

Financial Institution:

Branch:

I/We authorise Debit First ABN 46 276 349 233 to debit from the above account, the said amount at the above intervals for the minimum number of debits on behalf of Viva Fitness Club as per the Terms and Conditions of my agreement with them and in accordance with this Direct Debit Request and the below Debit First Service Agreement.

Signature of Account Holder: Date: / /

Signature of Joint Account Holder: Date: / /

DIRECT DEBIT REQUEST SERVICE AGREEMENT

The Agreement

1. This direct debit request service agreement (Agreement) forms part of the terms of the direct debit request (DDR) and is to be read in conjunction with the direct debit request form (DDR Form).
2. By signing the DDR Form, you authorise Debit First to arrange for funds to be debited from the nominated account on the dates and for the amounts specified by you.
3. Direct all other enquiries about your DDR to your Club.
4. The bank account name refers to the entity or person(s) name that the account is held in.
5. Third party or joint accounts are acceptable provided all signatories to the account have consented to the terms.
6. By completing and submitting the Direct Debit Request form, we accept in good faith the details entered on behalf of all named account holders are truthful and accurate, and we do not accept any liability for loss or damage as set out in clause 13.

Cancellation of the DDR

7. A DDR is in force until it is cancelled. Notice of cancellation, must be given if the account holder wishes to cancel a DDR or stop any individual debit item. This notice must be given to your Club.
8. The financial institution can also be advised. If the financial institution is advised, please also advise Your Club to prevent any further attempts to direct debit the nominated account.

Deferral or variation of the DDR

9. If a deferral or variation of the DDR is required, contact Your Club.
10. If your account details change and you want to continue using direct debit a new DDR Form will need to be completed and returned to Your Club.

Processing date

11. If a due date falls on, or a date specified by the account holder is, a non-business day, the debit item will be processed on the next business day. Enquiries regarding non-business day debit processing may be referred to the financial institution's branch where the account is held.

Liabilities

12. The account holder(s) will only be liable for debit items made in accordance with the DDR.
13. Your Club is not responsible for any loss or damage you may suffer from incorrect or incomplete account details that you have provided to us, delay by us or your financial institution or any other such event relating to this Agreement.

Disputes

14. If you or the account holder (if different) want to dispute a debit item, contact Your Club.
15. Your Club will make every attempt to ensure disputes are resolved .
16. If they are unable to resolve the dispute to your satisfaction, disputed claims may also be directed to the account holder's financial institution.

Your responsibilities

17. It is the responsibility of the account holder(s) to have sufficient clear funds available in the account on the requested or due date to permit the payment of debit items initiated in accordance with this DDR.
18. You must arrange with Your Club a suitable payment alternative if your nominated bank account is transferred or closed.
19. If the debit item is returned unpaid by the financial institution it may result in the account holder(s) being liable for dishonour fees charged by that financial institution. General interest charges on outstanding amounts may apply.

Protecting your privacy

20. Some information may be given to financial institutions involved in the event of a dispute or to verify that Your Club has received a DDR from the account holder(s).
21. Your Club may be required to disclose information about you that we have collected as part of your Direct Debit Request where it is specifically required or permitted by law, and for the purpose of this agreement (including disclosing information in connection with any query or claim).
22. Where Your Club is required to disclose details under clause 23 and 24, Your Club will comply with all relevant privacy legislation.

General

23. This Agreement is governed by the laws of Queensland.
24. You may not assign your rights or obligations under this Agreement without the written agreement of Your Club.
25. If any part of this Agreement is unenforceable, the remainder will not be affected.