



Clive Berghofer Recreation Centre
 Baker Street,
 Darling Heights QLD 4350
 Phone: (07) 4688 0700
theworks@studentguild.com.au
www.usqworks.com.au
 ABN: 11 199 275 853

The Works – Membership Form

Personal Details – Please print your full legal name

Family Name		Given Name/s	
Date of Birth	/ /	Gender	
Email Address		Student Number (If Applicable)	
Postal Address			
Suburb/City		Post Code	
Daytime Phone No.		Mobile Phone	

I give permission for USQ staff to send correspondence to me via email/SMS. Yes / No

I give permission for USQ staff to take and use photographs of me for publication including media releases, Facebook & other social media. Yes / No

How did you hear about us? (please circle): TV Posters Social Media Word of Mouth Other: _____

Emergency Contact Details

Family Name		Given Name/s	
Relationship to you		Contact Number	

Membership Type (please circle)	6 Month Fee – 5% Discount No Refund*	1 Year Fee – 10% Discount No Refund*	Fortnightly Fee	Joining Fee
USQ Students*	\$270	\$510	\$21.95	\$99
USQ Associates*	\$270	\$510	\$21.95	\$99
General Community	\$332	\$630	\$26.95	\$99
Concession*	\$308	\$580	\$24.95	\$99
Corporate*	\$308	\$580	\$24.95	\$99
CBRC Sporting Precinct Package Includes The Works and Toowoomba Regional Tennis Centre – USQ Membership	\$377	\$701	\$29.95	\$99

* Conditions apply | All prices include GST | All members are granted 24/7 access to The Works
 Completing this application form does not automatically entitle you to a membership, as your application may be subject to further review by The Works. These fees are subject to change as per the direction of USQ Student Guild Board

Signature:..... Date:.....

Office Use Only:	Entered by:	Checked by:	Double Checked by:
Joining Fee \$	Staff member:	Staff member:	Staff member:
Plus Pro-Rata/Term Fee \$
= Total \$	Date:	Date:	Date:
Payment Received: Cash Credit EFTPOS

Member Number: Staff/Student/Concession Card Sighted:

Member and Payment Details entered into the system: **Toowoomba** **Springfield** **Ipswich**

ADULT PRE-EXERCISE SCREENING TOOL

This screening tool does not provide advice on a particular matter, nor does it substitute for advice from an appropriately qualified medical professional. No warranty of safety should result from its use. The screening system in no way guarantees against injury or death. No responsibility or liability whatsoever can be accepted by Exercise and Sports Science Australia, Fitness Australia or Sports Medicine Australia for any loss, damage or injury that may arise from any person acting on any statement or information contained in this tool.

Name: _____

Date of Birth: _____ Male Female Date: _____

STAGE 1 (COMPULSORY)

AIM: to identify those individuals with a known disease, or signs or symptoms of disease, who may be at a higher risk of an adverse event during physical activity/exercise. This stage is self administered and self evaluated.

Please circle response

1.	Has your doctor ever told you that you have a heart condition or have you ever suffered a stroke?	Yes	No
2.	Do you ever experience unexplained pains in your chest at rest or during physical activity/exercise?	Yes	No
3.	Do you ever feel faint or have spells of dizziness during physical activity/exercise that causes you to lose balance?	Yes	No
4.	Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	Yes	No
5.	If you have diabetes (type I or type II) have you had trouble controlling your blood glucose in the last 3 months?	Yes	No
6.	Do you have any diagnosed muscle, bone or joint problems that you have been told could be made worse by participating in physical activity/exercise?	Yes	No
7.	Do you have any other medical condition(s) that may make it dangerous for you to participate in physical activity/exercise?	Yes	No

IF YOU ANSWERED 'YES' to any of the 7 questions, please seek guidance from your GP or appropriate allied health professional prior to undertaking physical activity/exercise

IF YOU ANSWERED 'NO' to all of the 7 questions, and you have no other concerns about your health, you may proceed to undertake light-moderate intensity physical activity/exercise

I believe that to the best of my knowledge, all of the information I have supplied within this tool is correct.

Signature _____ Date _____

Privacy Statement

The Works Health & Recreation Club is wholly owned and operated by the University of Southern Queensland Student Guild (USQ Student Guild). The USQ Student Guild collects personal information in accordance with our Privacy Policy, to assist in providing the best fitness and related ancillary services to suit your needs and to be able to contact you regarding your membership and other associated USQ Student Guild services. Personal information will not be disclosed to third parties without your consent unless required by law. Please review our Privacy Policy for further details.

Terms & Conditions

1. Definitions:

- (a) **Club Rules** means any rules made by The Works as amended from time to time;
- (b) **Joining Fee** means the relevant fee for the membership type as specified in this membership application form;
- (c) **Membership Agreement** means this membership application form, Club Rules and Privacy Policy, as amended from time to time; and
- (d) **Privacy Policy** means The Works Privacy Policy which is available on <http://policy.usq.edu.au/documents/13404PL> or by emailing theworks@studentguild.com.au
- (e) **Start Date** means the start date specified on page one of this Membership Agreement.
- (f) **Terms & Conditions** means these terms and conditions;
- (g) **The Works** means The Works Health & Recreation Club, which is wholly owned and operated by the University of Southern Queensland Student Guild.

2. Membership Agreement

- 2.1 Your membership is governed by the Membership Agreement. Once this membership application form has been authorised by a representative of The Works, you have agreed to a binding contract.
- 2.2 Your membership permits you to use The Works premises, facilities, equipment and services, subject to the terms of your Membership Agreement.
- 2.3 You must pay the relevant Joining Fee upon submitting this completed membership application form.

3. Membership Term

- 3.1 If you purchase a twelve/six month membership, the term of your membership will end on the date which is twelve/six months after the Start Date in this membership application form (**the End Date**), unless you renew your membership. If you do not renew your membership within 90 days of the End Date, you will be required to pay the Joining Fee to renew your membership. The price of your membership may have changed during the term of your membership and The Works current pricing will be applicable at the time of your membership renewal.

4. Eligibility for Membership Types

- 4.1 To be eligible for USQ Staff membership, you must be an executive, professional or academic continuing or fixed term staff member at USQ whose appointment duration is for more than twelve months in a single contract.
- 4.2 To be eligible for USQ Associate membership, you must be a USQ staff member who is not eligible for USQ Staff membership, or a spouse, de-facto, child, parent, grandparent, grandchild of a USQ staff member or any other person approved by The Works.
- 4.3 To be eligible for USQ Student membership, you must be currently enrolled in a course at USQ.
- 4.4 To be eligible for Concession membership, you must hold a valid Centrelink concession card or you must be able to provide proof that you are a student currently enrolled in a course at a University other than USQ.
- 4.5 To be eligible for USQ Corporate membership, you must be a member of the USQ Corporate Club.

5. Terminating Membership

- 5.1 You may cancel your membership at no charge if The Works is in fundamental breach of the Membership Agreement.
- 5.2 Subject to clause 5.3, if you cancel your membership for any other reason other than set out in clause 5.1, you must pay 2 fortnightly direct debit payments. Term memberships automatically end at the end of the term period.
- 5.3 If you request the cancellation of your membership due to suffering from a permanent sickness or physical incapacity which prevents you from using The Works:
 - (a) your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and
 - (b) there will be a refund of any unused membership fees.
- 5.4 The Works may terminate your Membership Agreement after a warning has been given to you if you are in fundamental breach of your Membership Agreement.
- 5.5 You may not have to pay the joining fee again if you re-join The Works within 3 months of expiration of your previous membership.

6. Deferral of Membership

- 6.1 You may defer your membership for a minimum of 2 weeks and a maximum 3 months in a year as a direct debit member or 1 month in a year as a term member, provided your period of deferral is in two weeks increments for any reason (including personal, holidays, medical, injury or illness).
- 6.2 You must provide advanced written notice to The Works in order for your membership to be deferred.
- 6.3 Your membership term End Date will be extended by the period of your deferral.

7. Amendments to Services

- 7.1 The Works may from time to time alter the opening hours of the facilities, group fitness timetables, facilities or items of equipment provided or any other services or products provided, in their sole discretion.
- 7.2 Any changes in accordance with clause 7.1 will be notified to you by The Works prominently displaying the details of the alteration or suspension.
- 7.3 If The Works needs to close temporarily for any reason including, but not limited to renovation and/or building repairs and maintenance, The Works will place your membership on deferral where the closure is greater than 10 days in duration.
- 7.4 Memberships are not transferrable.

8. Cooling Off

- 8.1 You may cancel your membership during the cooling off period. The cooling off period ends at 5:00pm on the second business day after the Start Date in your membership application form.
- 8.2 You must provide written notice of your intention to cancel within the cooling off period. An administration/joining fee of \$99 will be charged for cancelling your membership during the cooling off period.
- 8.3 If you joined while there was a reduced joining fee promotion and decide to cancel your membership during the cooling off period, the full \$99 administration/joining fee will be charged.
- 8.4 Any fees that are required to be refunded after the administration/joining fee has been applied will be reimbursed back to the member within 14 business days of written notice being received by The Works. In determining the fees to be refunded to you, The Works is entitled to deduct from any amount paid by you, the administration/joining fee and usage fees for any visits which have been made during the cooling off period.

9. Payments

- 9.1 You agree to pay all fees as set out in this Membership Agreement.
- 9.2 The Works uses EzyPay to collect Direct Debit payments. If you join under a Direct Debit membership, you agree to allow EzyPay to collect your Direct Debit payments on behalf of The Works.
- 9.3 If you purchase an upfront yearly membership, you must pay the fee specified on page one of this membership application form upfront at the time of completing this membership application form.
- 9.4 If you purchase a fortnightly membership, you must pay the fee specified on page one of this membership application form fortnightly in advance.

10. Risk and Liability

- 10.1 You acknowledge and understand that participation in activities at The Works require varying degrees of physical exertion and/or physical risk which may cause your death or personal injury. If you believe there is a risk to your health by participating in a fitness service at The Works, you must inform The Works about the risk in writing.
- 10.2 You are responsible for your personal belongings while at The Works and The Works takes no responsibility for the loss or damage of your personal belongings.
- 10.3 You warrant that you have advised The Works of any medical or physical conditions which you have which may affect your use of The Works facilities. It is your responsibility to update The Works regarding any changes to your condition as soon as you become aware of the change.
- 10.4 The Works accepts no responsibility for any injury or death that results directly or indirectly from the use or misuse of the facilities by you.
- 10.5 You acknowledge and agree that The Works is not liable to you or any other person for:
 - (a) any loss or damage of any kind that is directly or indirectly caused by or results from your wrongful, wilful or negligent act or omission; or
 - (b) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.
- 10.6 Any representation, warranty, condition or undertaking that would be implied in these Terms & Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 10.7 Despite clause 10.6, nothing in these Terms & Conditions excludes, restricts or modifies any condition, warranty, right or remedy conferred on you by the *Competition and Consumer Act 2010* (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 10.8 To the fullest extent permitted by law, the liability of The Works for a breach of a non-excludable condition or warranty is limited to, at The Work's option, to:
 - (a) the supply of the services provided for under the Membership Agreement; or
 - (b) the payment of the cost of having the services supplied again.
- 10.9 Subject to clause 9.7, you release The Works and its related entities and representatives from any liability or claims relating, but not limited to:
 - (a) any personal injury;
 - (b) loss or damage of your personal property; and
 - (c) any breach of your obligations;except to the extent arising from the wilful or negligent acts or omissions of The Works (or any officer, agent or employee of The Works respectively).
- 10.10 Subject to clause 9.7, you indemnify The Works and its related entities and representatives against:
 - (a) all losses they incur; and
 - (b) all liabilities they incur,directly or indirectly caused by, or resulting from, any wrongful, wilful or negligent act or omission by you.

11. Orientation

- 11.1 You must participate in a 24/7 Access Member orientation and complete the appropriate form prior to commencing using the services and facilities provided by The Works.
- 11.2 The orientation & consultations focusses on various aspects of The Works, including the safe and correct use of equipment, facility layout, amenities and entry and exits, including emergency exits.

12. Private Consultation Sessions

- 12.1 24 hours' notice is required to cancel a Private Consultation session or consultation session. If 24 hours' notice is not given, you will be charged for the session.

13. Code of Conduct

For USQ Student Guild Members, contractors, The Works Health & Recreation Club members, Social Sports Members, tennis Members, Casual Members and clients in the Club
Members shall be required to be familiar with the Code of Conduct and ensure adherence to the guidelines.

13.1 Respectful Behaviour

- All Members shall follow the Work Health and Safety requirements, relevant Government Regulations and Legislation and appropriate standards.
- All members agree to act respectful to other members and staff. This includes appropriate language and generous personal space.
- Members are not to use their phone, camera or other device to take photos or other footage of gym members, staff or the facilities without consent
- Members will not reserve equipment with water bottles, towel or other means. Please be courteous when using the equipment, especially during peak times.
- No smoking or illegal activities in the facilities.
- Members shall comply with all lawful and reasonable directions given. Complaints arising out of such directions shall be discussed, and attempted to be resolved, with the CEO.
- Members are encouraged to report to the CEO any behaviour by another member, or employee, they consider to be unethical. This may include behaviour that you believe violates any law, rule or regulation or represents corrupt conduct, substantial mismanagement of company resources, or is a danger to public health or safety or to the environment.
- Material or behaviour that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate must not engaged in.

13.2 Dress Code

- Members shall wear closed in shoes at all times for safety reasons. Barefoot toe shoes and sock shoes are not permitted.
- Members shall wear workout appropriate clothing on the top and bottom half of the body and remain wearing clothing while in the exercise areas.

13.3 Using of Facilities

- Personal belongings are brought on the premises at your own risk. Lockers are supplied for you to store your valuables securely. The Works will not be held accountable for any lost or damaged belongings
- Members should use a towel on all appropriate equipment. Any leftover bodily fluids should be cleaned up using the courtesy wipes. The towel should be large enough to cover your torso. Hand towels are not acceptable.
- Any equipment that has been moved during your workout, must be placed back where they belong.
- No pets are to be brought into the facilities
- If you damage equipment or other items in the facilities, please notify staff as soon as possible, as it may pose a safety risk to yourself, staff or other members
- Music or other audio is not to be played loudly while using the facilities. Please use earphone or other device to restrict so only you can hear it.
- You are only to access your own personal fitness files. You are prohibited to access other members files.
- You must be over the age of 16 to attend the gym without supervision. If you are between the age of 13 and 16, you must have an adult supervisor with you at all times. The adult supervisor must also be a member of the facility.
- People under the age of 13 are not permitted in the gym.
- If you require a Carer to accompany you in the gym, the Carer must also be a member. This also applies to therapists and other consultants.

13.4 Use and Release of Information

Public comment

- Whilst it is recognised that Members have the right as an individual to make public comment, Members shall not reveal confidential information in public. Information of a confidential nature shall not be used by any Members in any public comment without the prior approval of the Chair, USQ Student Guild.

Security of Information

- Employee and client information is confidential. Any information regarding employees, clients and/or a service shall not be conveyed to another person, without appropriate authorisation.
- All Members shall comply with legislative requirements in respect to policies relating to Confidentiality and Privacy.
- Confidentiality with respect to Business / Finance information and security of Systems Information (Information Technology) shall be adhered to by all Members.

Participation in Media, Seminars and Related Activities

- Members shall obtain the prior written approval of the CEO before addressing, Media launches, news stories or seminars organised by professional conference organisers.

13.7 Serious Misconduct

The following list of behaviours is considered to be serious misconduct by concept which will result in disciplinary proceedings and is likely to result in the termination of your Membership and/or possible legal action. This list is not exhaustive, but shall include:

- Wilful or deliberate behaviour which is inconsistent with the membership terms and conditions
- Conduct which causes a serious and imminent risk to a person's health and safety
- Conduct which causes a serious and imminent risk to the reputation, viability or profitability of USQ Student Guild
- Theft
- Being intoxicated or begin in possession or under the effects of illegal drugs or substances at visiting/using the facilities
- Serious dishonesty, falsification of Company documentation
- Breaches of confidentiality including the unauthorised accessing or copying of information
- Fraud
- Serious or gross negligence
- Bullying, harassment, victimisation or discrimination
- Assault, violence or aggression
- Failure to carry out lawful direction by USQ Student Guild
- Wilful or negligent damage to property
- Bringing USQ Student Guild into disrepute

Acknowledgement

By signing this Membership Application Form, you hereby acknowledge and agree that:

- (a) the information provided in this Membership Application Form is accurate, honest, true and correct;
- (b) you will promptly notify the Guild of any changes to the details provided in this Membership Application Form; and
- (c) you have received notice of the Terms and Conditions.

Signature of Applicant: Date / / Signature of Parent/Guardian: Date / /



Direct Debit Request Form

Principal Name : USQ Student Guild trading as The Works Health and Recreation Club

A. CUSTOMER INFORMATION * compulsory field

Your Reference ID for this Customer _____

Company Name _____

* First Name _____

* Surname _____

* Date of Birth _____

Password _____

* Address Line 1 _____

Address Line 2 _____

* Suburb _____

* Postcode _____

* State _____

* Phone (M) _____

Phone _____

* Email _____

B. PAYMENT INSTRUCTION

IMPORTANT: Fees and charges may apply. Please allow 5 working days for processing after the form is received by Ezypay.

Please select one payment instruction.

1. FIRST DEBIT OR ONCE OFF DEBIT

Amount of \$ _____
 to be debited on _____

2. REGULAR DEBIT

Regular amount of \$ _____
 to be debited every _____ month(s) or _____ week(s)
 starting on _____

3. OPTIONAL

Ending on _____
Debits will continue if no end date is specified
 _____ OR _____

End after this total
 amount is collected \$ _____

Debits will continue if no total amount figure is specified
Note: This total amount collected option needs to be pre-organised with EZYPAY

C. PAYMENT METHOD

Please select Bank Account or Credit Card.

1. BANK ACCOUNT

Name of Institution _____
e.g. ("Commonwealth Bank")

Branch Location _____
Suburb where branch is located

Name of Account Holder(s) _____

BSB Number _____

Account Number _____

I/we authorise Ezypay Limited APCA User ID Number 064323 to debit my / our accounts at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS)

2. CREDIT CARD

Card Type VISA MASTERCARD AMEX

Card Number _____

Expiry Date (mm/yy) _____

Name on Card _____

D. AUTHORISATION

This authorisation is to remain in force in accordance with the Terms and Conditions on this page and on the reverse side which I/we have read and understood.

Signature of cardholder(s) or account holder(s)

1.  2. 

Date _____ DO NOT MARK THIS BOX

EZYPAY REFERENCE NUMBER

EzyPay Terms and Conditions

1 My authority to Ezy pay to direct debit my account

- . I authorise Ezy pay to:
 - make periodic direct debits of my account for the Principal's fees;
 - make periodic direct debits of my account for Ezy pay's fees and charges including:
 - Ezy pay's fee for the direct debit service;
 - Ezy pay's fee for securely maintaining my data;
 - Ezy pay's fee for establishing my account; and
 - Ezy pay's fee in the event that I fail to meet a periodic direct debit;
 - make the periodic direct debits in accordance with:
 - the payment arrangement for the Principal's fees outlined in Section B;
 - Ezy pay fees and charges as published on the Ezy pay website;
 - these Terms and Conditions; and
 - any agreement between Ezy pay and the Principal.
2. I will:
- refer any disputed debit item or amount to the Principal.

My acknowledgment of who the parties are and what they do:

3. The Principal is:
- the organisation referred to as Principal on the front of this Direct Debit Request Form; and
 - the provider of goods or services to me.
4. Ezy pay is:
- the direct debit agent of the Principal;
 - the organisation which debits my account and keeps my data secure; but
 - not otherwise a provider of goods or services to me.
5. Ezy pay will not:
- have any express or implied liability in relation to goods or services provided by Principal; or
 - have any obligation to provide a tax invoice to me for its fees and charges.

6. There are separate Agreements between:
- Ezy pay and me (recorded in this document);
 - the Principal and me; and
 - the Principal and Ezy pay.

My acknowledgment of when Ezy pay may terminate this Direct Debit Authority

7. Ezy pay may:
- terminate this Direct Debit Authority and cease

to provide the direct debit service at any time by written notice sent by mail or email.

My acknowledgment of when I may terminate this Direct Debit Authority and what may happen.

8. I may:
- terminate this Direct Debit Authority by providing seven (7) days written notice to Ezy pay.
9. If I give notice to terminate this Direct Debit Authority, Ezy pay may:
- make any periodic direct debits due within the seven (7) days notice period.

10. If a Direct Debit Authority is terminated by either party,
- any contracts, agreements or payment obligations I have with the Principal will not be affected.

My authority for the amount of the periodic direct debits of the Principal's fees to be varied

11. I authorise the Principal to:
- vary the amount, frequency and date of the periodic direct debits of its fees from time to time; and
 - vary the periodic direct debits of its fees in accordance with my agreement with the Principal;

Provided that:

- the Principal makes reasonable attempts to provide prior notice to me.

12. I authorise Ezy pay to:
- vary the amount, frequency and date of the periodic direct debits of the Principal's fees from time to time if instructed by the Principal;

Provided that:

- Ezy pay is not on notice that the Principal has not made reasonable attempts to provide prior notice to me; and

- Ezy pay is not on notice that the variation is not otherwise in accordance with my agreement with the Principal.

My authority for the amount of the periodic direct debits of Ezy pay's fees and charges to be varied

13. I authorise Ezy pay to:
- increase the rates of its fees and charges without prior notice on the 30th June of each year by CPI or 5%, whichever is greatest.

14. Ezy pay will not:
- increase the rates of its fees and charges by more than CPI or 5% or at times other than 30 June, Unless:

- Ezy pay makes reasonable attempts to provide prior

notice to me in time for me to terminate this Direct Debit Authority.

My acknowledgement of what may happen if the amount of the periodic direct debit is varied

15. If Ezy pay, in compliance with these Terms and Conditions, varies the amount of the periodic direct debit,

- Ezy pay will do so without requiring a signed agreement; and
- Ezy pay will do so without requiring a new Direct Debit Request Form.

My acknowledgment of when these Terms and Conditions may be varied

16. Ezy pay may:
- vary these Terms and Conditions by posting a new version on its website.

17. Ezy pay will not:
- notify the amended Terms and Conditions other than on its website; or
 - use this method to vary the amount of the periodic direct debits.

18. I will:
- check Ezy pay's website from time to time for variations to these Terms and Conditions.

19. Any amended Terms and Conditions will apply to Ezy pay and I if:

- Ezy pay posts the amended version on its website;
- 14 days after posting, I have not objected; and
- 14 days after posting, I have not terminated the Direct Debit Authority.

My acknowledgment of my responsibility in relation to periodic direct debits

20. I must:
- inform Ezy pay or the Principal of any changes to my account;
 - inform Ezy pay or the Principal of any changes to my

contact details;

- do all things reasonably necessary to facilitate the periodic direct debiting of my account in accordance with these Terms and Conditions;

- have a suitable account available for the periodic direct debits; and
- have sufficient funds available in my account for the periodic direct debits.

My acknowledgment of what may happen if I have insufficient funds

21. If I do not have sufficient funds in my account for the periodic direct debits and I do not have a genuine dispute with the Principal or Ezy pay,

- Ezy pay may:
- charge me a failed payment fee for each unsuccessful debit;

- charge me the failed payment fee at the rate published on the Ezy pay website from time to time;

- charge me the failed payment fee even though I have also been charged a fee by my financial institution;

- charge me collection fees;
- charge me legal fees; and
- in conjunction with the Principal, implement re-debit measures to recover any outstanding amounts.

22. Ezy pay will not:

- be liable for any fees or charges which arise because I had insufficient funds in my account; or

- provide any information or explanation regarding unsuccessful debits of my account.

23. I must:
- direct any enquiries about unsuccessful debits of my account to my financial institution.

My acknowledgment of what may happen if I claim a refund

24. If I claim a refund
- Ezy pay will not be under any obligation to pay it;
 - however, Ezy pay will conduct itself in accordance with its Refund Policy.

Variations to debit amounts due to external factors

My acknowledgment of when a delay might occur

25. A delay may occur in the processing of a periodic direct debit if:

- there is a public or bank holiday on the day or the day after a payment is due to be made by direct entry;
- a payment is received either on a day which is not a banking business day or after the normal close of business on a banking business day;
- Ezy pay does not receive the Direct Debit Request Form in time to process the request prior to the first due periodic direct debit;

- Ezy pay does not receive a request for variation in time to process the request prior to the next due periodic direct debit;
- information supplied on a Direct Debit Request Form or any requested variation is incomplete, incorrect, illegible or, for any other reason, does not allow Ezy pay to process the information promptly;

- I do not meet my responsibility to have sufficient funds available in my account; or
- there are failures or difficulties with technology. My acknowledgment of what Ezy pay will and will not do in relation to variations with periodic direct debits

26. Ezy pay will:

- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by exchange rate fluctuations; and

- make reasonable attempts to minimise any variance to amounts of periodic direct debits affected by factors within its control.

27. Ezy pay will not be responsible or liable for any variance to or shortfall to debit amounts of periodic direct debits caused by:

- exchange rate fluctuations;
- delay as referred to above;
- external factors beyond the control of Ezy pay;
- the date on which a periodic direct debit is processed by Ezy pay's Sponsoring Financial Institution; or
- the timing of when a periodic direct debit is requested and processed.

28. Ezy pay will not be liable for any faults in the direct debiting of my account caused by:

- fraudulent activity;
- security hacking;
- environmental disasters;
- failure of technology systems used by Ezy pay;
- any fault in the technology systems used by Ezy pay for direct debiting; or
- any delay or interruption caused by the technology systems used by Ezy pay to facilitate direct debiting.

My authority for Ezy pay to communicate with me:

29. I authorise Ezy pay to communicate with me to:
- validate and confirm my identity;

- validate and confirm my bank account details;
- validate and confirm my authority for periodic direct debits;

- assist the Principal to service and promote its products; and

- promote third party products. Ezy pay may:
- provide specific customer access on its website;
- communicate with me by all other available means;
- advertise related and unrelated products on its website;

- inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products;

- inform me of products, services or special offers for third party products whether related to Ezy pay services or not; and

- notify me in the event of termination of the agreement between Ezy pay and the Principal.

My authority to Ezy pay to service my account:

30. I authorise Ezy pay to:
- verify the details of my account with my financial institution;

- release personal information about me to assist a debt collection agency to recover any outstanding payment from me; and

- release such information as is reasonably required by my financial institution in relation to an incorrect or wrongful debit.

31. I authorise my financial institution to:
- release such information to Ezy pay as is necessary to allow Ezy pay to verify my bank account details.

I acknowledge that:

- if any of these Terms and Conditions or any part of them is illegal or invalid, then only those terms and conditions or that part of them will be void and the remainder will remain in full force and effect.

32. I acknowledge that

- Ezy pay may:
- charge a data handling fee of up to \$3.00 inclusive of GST payable quarterly.
 - charge the data handling fee, payable for the quarter prior, in October, January, April, and July each year.

I acknowledge that the Ezy pay Pty Limited Privacy Policy and Refund Policy can be found at www.ezypay.com.au.

EZYPAY PTY LTD –
Locked Bag 4003, Chatswood NSW 2057
Phone: 1300 300 553
Email: customerservice@ezypay.com.au