

# DIRECT DEBIT TERMS & CONDITIONS



This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Workout Indooroopilly. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your Membership Confirmation Email or Membership Application Form.

## Direct Debit Authority

You hereby authorise Workout Indooroopilly (ABN: 60 010 510 988) Direct Debit User ID 068877 to make periodic debits as indicated in your Membership Confirmation Email or Membership Application Form.

## Privacy and Confidentiality

We will keep any information in your direct debit authority confidential (including information about your bank or financial institution account or credit card). We will only disclose it:

- when we need to, in order to carry out the direct debit
- if we are required to do so by law, court order or by the order of a tribunal, or
- if we are asked to do so to assist an investigation into an alleged incorrect debit.
- We will collect and use your personal information in accordance with our Privacy Policy (available at [www.workout.net.au](http://www.workout.net.au)) and the Privacy Act 1988 (Cth). You may access your personal information by contacting us.

## Your obligations and representations

By entering into this Direct Debit Request you:

- acknowledge and agree that the debit amount will be debited from your account as specified by your Membership Confirmation Email or Membership Application Form, this Agreement and your Workout Membership Agreement.
- represent to us that your bank account details have been verified against a recent bank statement to ensure accuracy of the details provided and your bank or financial institution account permits direct debits. If uncertain you should contact your financial institution.
- acknowledge that it is your responsibility to ensure that there is sufficient cleared funds in the nominated account

by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution. You 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, you agree that Workout Indooroopilly will not be held responsible for any fees and charges that may be charged by your financial institution.

- acknowledge that there may be a delay in processing if there is a public or bank holiday on the day, or any day after the debit date. Any payments that fall due on any of those days will be processed on the next business day.
- represent that all bank or financial account or credit card holders have signed and agreed to the direct debit arrangement.

## We can cancel or change this arrangement

You also acknowledge and agree that:

- Workout Indooroopilly may vary the debit amount of the payments from time to time as provided for in the Workout Indooroopilly Membership Terms & Conditions.
- the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.
- Workout Indooroopilly will provide 14 days' notice if proposing to vary the terms of the debit arrangements (and we may do so earlier if you agree).

## You can cancel or change this arrangement

- You may cancel your direct debit arrangement by calling us or writing to us at least 10 business days before the due date of your next payment.
- If you notify us of the cancellation, we will use reasonable endeavours to cancel any pending direct debits as soon as practicable.
- You must notify us as soon as practicable if you cancel your direct debit arrangement by notifying your bank or financial institution.
- If you want to change your bank account, credit card or personal details, you must give us a new authority at least 10 business days before the due date of your next payment.

You must arrange an alternative payment method if your direct debit arrangement is cancelled.

If you believe that money has been debited incorrectly, or if you have any questions about changing or cancelling your direct debit arrangements, please call or email Workout Indooroopilly. If no resolution is forthcoming you are advised to contact your financial institution.

### **Dishonour fee and cancellation if direct debit is unpaid**

You acknowledge that if a debit is returned by your financial institution as unpaid, you 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 solicitor fees and collection agent fees appointed by Workout Indooroopilly.

You authorise Workout Indooroopilly to attempt to re-process any unsuccessful payments as advised by Workout Indooroopilly. Any dishonour fee or other bank fees and charges may apply also apply as instructed by Workout Indooroopilly.

### **Definitions**

- Us or We or Workout Indooroopilly means M.A. & C.B. Burke Pty. Ltd. (ACN 010 510 988) t/as Workout Indooroopilly
- You means the holder(s) of the bank or financial institution account or credit card who signed the direct debit authority.