

Company Name: Mevwood Pty Ltd T/A The Swim Factory
Address: Ipswich - 1 Martin Street, Woodend, Ipswich, Qld, 4305.
Springfield - 1 Main Street, Springfield Central, Qld, 4300.
Contact Details: 3812 2923 (Ipswich) 3470 0556 (Springfield)
ABN: 66010927758



Direct Debit Request

Service Agreement

The following is your Direct Debit Service Agreement with **Mevwood Pty Ltd T/A The Swim Factory**. The agreement explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement 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 DDR application form.

Definitions

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by you to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and you.

us or **we** means **Mevwood Pty Ltd T/A The Swim Factory**, (the Debit User) you have authorised by requesting a Direct Debit Request.

you means the customer who has signed or authorised by other means the Direct Debit Request.

your financial institution means the financial institution nominated by *you* on the DDR at which the account is maintained.

1. Debiting your account

1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from your *account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 We will only arrange for funds to be debited from your *account* as authorised in the *Direct Debit Request*.

or

We will only arrange for funds to be debited from your *account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

1.3 The Direct Debit will be processed in the first week of the Swim Factory Block month, (calendar is available from the office or The Swim Factory website). If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit your *account* on the following *banking day*.

2. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice.

3. Termination of Agreement by you

You may terminate this *agreement* by obtaining a cancellation of Direct Debit authority form from The Swim Factory reception or The Swim Factory website and giving the completed form to reception with at least fourteen (14) days notice prior to the next Direct Debit day.

or

by providing *us* with at least fourteen (14) days notification (prior to the next Direct Debit day) by writing to: **The Swim Factory, 1 Martin Street, Woodend, Ipswich, 4305** or **The Swim Factory, 1 Main Street, Springfield Central, 4300**.

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in *your account* to allow a debit payment to be made in accordance with the *Direct Debit Request*.

4.2 If there are insufficient clear funds in *your account* to meet a debit payment:

- (a) *you* may be charged a fee and/or interest by *your financial institution*;
- (b) *you* may also incur fees or charges of \$2.75 imposed or incurred by *us* and a \$5.00 administration fee; and
- (c) *you* must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the debit payment.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly and immediately on **3812 2923 (Ipswich) or 3470 0556 (Springfield)** and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query. Alternatively *you* can take it up directly with *your financial institution*.

5.2 If *we* conclude as a result of our investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

(a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.

(b) *your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and

(c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

7. Confidentiality

7.1 *We* will keep any information (including *your account* details) in *your Direct Debit Request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 *We* will only disclose information that *we* have about *you*:

(a) to the extent specifically required by law; or

(b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should email Ipswich at admin@swimfactory.com.au and Springfield at springfield@swimfactory.com.au or write to **Mevwood Pty Ltd T/A The Swim Factory – 1 Martin Street, Woodend, Ipswich, 4305 or The Swim Factory, 1 Main Street, Springfield Central, 4300.**

8.2 *We* will notify *you* by sending a notice to the nominated email address or in the post to the address *you* have given *us* in the *Direct Debit Request*.

8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

<p>Company Name: Mevwood Pty Ltd T/A The Swim Factory Address: Ipswich - 1 Martin Street, Woodend, Ipswich, Qld, 4305. Springfield - 1 Main Street, Springfield Central, Qld, 4300. Contact Details: 3812 2923 (Ipswich) 3470 0556 (Springfield) ABN: 66010927758</p> 	<h2>Direct Debit Request Application</h2>
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Request and Authority to debit the account named below to pay **Mevwood Pty Ltd T/A The Swim Factory**

<p>Request and Authority to debit</p>	<p>Surname: _____ Given Name: _____</p> <p>Request and authorise Mevwood Pty Ltd T/A The Swim Factory – 393708 to arrange, through its own financial institution, a debit to your nominated account any amount Mevwood Pty Ltd T/A The Swim Factory has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
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<p>Bank Account Insert the name, address of financial institution and details of Savings or Cheque account</p>	<p>Financial Institution Name: _____ Branch / Address: _____ Account Holder Name: _____ BSB Number: _ _ _ - _ _ _ Account Number: _ _ _ _ _ _ _ _ _ _ </p>
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<p>Credit Card Insert details of Credit Card account to be debited</p>	<p><input type="checkbox"/> Visa <input type="checkbox"/> Mastercard Name on Credit Card: _____ Card Number: _ _ _ _ - _ _ _ _ - _ _ _ _ - _ _ _ _ Card Expiry: (mm/yy) ___ / ___ Authorised Signature: _____ Date: ___ / ___ / ___</p>
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<p>Start date of Direct Debit</p>	<p>The first debit will be made on ___ / ___ / ___ and then on the first week of each block until further notice.</p>
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<p>Name of child / children</p>	<p>Child 1: _____ Child 2: _____ Child 3: _____ Child 4: _____</p>
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<p>Acknowledgement</p>	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request you have understood and agreed to the terms and conditions governing the debit arrangements between you and Mevwood Pty Ltd T/A The Swim Factory as set out in this Request and in your Direct Debit Request Service Agreement.</p>
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<p>Insert your Personal Details</p>	<p>Signature: _____ Date: ___ / ___ / ___ Phone: _____ Address: _____</p>
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<p>Office Use only</p>	<p>Entered onto MIGS: by _____ date ___ / ___ / ___ DD details checked: by _____ date ___ / ___ / ___</p>
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Peter
McMahon's



SPRINGFIELD SWIM FACTORY
1 Main St, Springfield Central
QLD 4300

Ph: (07) 3470 0556
springfield@swimfactory.com.au

SPRINGFIELD PAYMENT DATES 2017/2018

2017

Block 10 Tuesday 26th September, 2017
Block 11 Tuesday 24th October, 2017
Block 12 Tuesday 21st November, 2017

2018

Block 1 Tuesday 9th January, 2018
Block 2 Tuesday 6th February, 2018
Block 3 Tuesday 6th March, 2018
Block 4 Tuesday 10th April, 2018
Block 5 Tuesday 8th May, 2018
Block 6 Tuesday 5th June, 2018
Block 7 Tuesday 3rd July, 2018
Block 8 Tuesday 31st July, 2018
Block 9 Tuesday 28th August, 2018

LESSON FEES (Per Block)

1 Child	\$78.00
2 Children	\$152.00
3 Children	\$228.00
4 Children	\$304.00

Sunday lessons incur an additional charge of \$1.00 per lesson.

Lesson fees may be amended from 23rd September, 2018.

CENTRE CLOSURES

Christmas Break – 16th December, 2017 to 6th January, 2018

Easter Break – 30th March, 2018 to 5th April, 2018

The Swim Factory closes for Christmas (3 Weeks) and Easter (1 Week). No payment is required during these 4 weeks.

PUBLIC HOLIDAY CLOSURES

Queen's Birthday - 2nd October, 2017

Australia Day - 26th January, 2018

ANZAC Day - 25th April, 2018

May Day - 7th May, 2018

Lessons that fall on a public holiday will be charged and affected students will be entitled to a make-up lesson.

- Lesson Fees are Direct Debited in Blocks
- There are 12 Payment Blocks in a Calendar Year
- Each Block is 4 Weeks in Duration
- See Reverse for Full Information

 Find us on
Facebook

www.swimfactory.com.au

Peter
McMahon's

SWIM FACTORY


SPRINGFIELD SWIM FACTORY
1 Main St, Springfield Central
QLD 4300

Ph: (07) 3470 0556
springfield@swimfactory.com.au

PAYMENT INFORMATION

All payments are made via direct debit in the first week of each block. There are twelve blocks and payment dates per annum. Each block is four weeks/lessons in length.

New students joining during any block will be required to pay over the counter for any remaining lessons in that block. All further payments will then be made via direct debit.

Any person wishing to cancel their direct debit must complete the Direct Debit Cancellation Form and hand into the Swim Factory reception a minimum of two weeks prior to the next payment date.

Details of the payment dates, schedule of fees and holiday dates can be obtained from reception or www.swimfactory.com.au

We regret that no refunds can be given under any circumstance.

Please note that there is a penalty charge for direct debit dishonoured payments.

Outstanding payments not received by the start of the next block will incur a \$10 surcharge.

MAKE-UP LESSONS

Please inform the Swim Factory at your earliest opportunity in the unfortunate event that your child is unable to attend a lesson. Informing us will entitle the swimmer to a make-up lesson.

- Make-up lessons must be taken within 6 weeks.
- Make-up lessons cannot be used as credit for future lessons.
- Make-up times depend upon availability and space in classes. We regret that the same teacher cannot be guaranteed.
- Failure to notify the Swim Factory of an absence prior to the start of that lesson will result in forfeiture of the make-up lesson.
- Customers with outstanding fees are not entitled to make-up lessons.