

Direct Debit Agreement



Spectrum Gym has provided a direct debit option for members wishing to pay their membership in installments over time. Please be advised that our direct debit agreement and associated pricing structure is a contractual arrangement with a minimum term and value but with no specified end date or maximum cost. This agreement must be formally terminated by either party for it to end. Direct debit is designed for members who have reviewed the membership options available and have selected a plan to which they are able to commit to for the minimum term. If your circumstances change or you have difficulty meeting your obligations under this agreement, please come and speak with us.

OFFICE USE ONLY

Direct Debit agreement:

1. I understand that there will be an initial 'set-up' fee of \$11.00 and agree to pay it accordingly. Hereafter, the fortnightly rate prescribed below is inclusive of all fees and charges associated with my direct debit agreement.
2. I agree to purchase a Spectrum Gym membership at \$ per fortnight via a direct debit scheme as nominated by Spectrum Gym.
3. I have selected a membership option with a minimum term of and minimum total cost of
4. I understand that after the initial installment has been paid, the installments will continue to be deducted automatically from my nominated bank account until further notice. No maximum term will apply to this contract and as such, payments will continue on the agreed schedule until I undertake the required actions to cancel the agreement.
5. I understand that my membership will remain current while the agreed payments are being deducted, unless I have taken the required action to cancel my membership or place it on

hold. While in possession of an 'active membership' I have the right to use Spectrum Gym in accordance with the facility rules.

6. I understand that a cancellation fee will be applied if I cancel my membership before the end my nominated minimum contract term. This cancellation fee will be calculated from the total cost of the contract specified above, less payments made to the date of cancellation. I agree to notify Spectrum Gym at the time of cancellation of my intention to pay the required fee upfront (having my membership and direct debit terminated immediately) or alternatively to allow the payments to continue for the minimum term. I understand that my direct debit will not be cancelled until I have made the agreed payment.
7. I understand that no cancellation fee will be applied if I supply documentary evidence of an extended incapacity to utilize the facility due to illness. Spectrum Gym may, at their discretion, waive the cancellation fee in response to certain personal circumstances.
8. Spectrum Gym will provide written confirmation of any cancellation within a fortnight of receiving the request. If I do not receive confirmation of cancellation within this time frame, I will contact Spectrum Gym promptly to ensure that my request has been received and processed. Spectrum Gym takes no responsibility for requests for the cancellation of memberships that are not followed by a confirmation.
9. I understand that I may put my membership on hold if I am temporarily unable to access the facility for any reason. The minimum hold period under this contract is 2weeks per occasion, with a maximum hold period of 8weeks total within the contract term. Time on hold will be added to the end of the contract term. Ie. If I put my 26week membership on hold for 4weeks during the contract period, the total contract period will be extended to 30weeks.
10. I understand that I must communicate any hold periods in writing, specifying both a start and end date for the hold period. A fee of \$10 per fortnight will be applied to hold periods to maintain my direct debit agreement. This will be deducted from my account via the direct debit scheme nominated by Spectrum Gym in lieu of my fortnightly membership fee for the period my membership is on hold. Regular contract payments will recommence automatically at my specified date of return. I understand that any hold fees will apply over and above the agreed value of my membership contract specified in item 3. The purpose of the hold facility is to enable members to undertake necessary periods of absence from their contract at minimal cost, not to reduce the value or term of the membership agreement.
11. I acknowledge and accept the Direct Debit Membership terms and conditions and understand that the direct debit memberships can only be cancelled in writing by providing 30days notice in keeping with the fortnightly payment schedule. If cancelling during my

agreed contract period, I will make arrangements for any applicable cancellation fee at this time. Fees will only apply to cancellations that are initiated during the minimum contract term.

12. I understand that having completed my minimum contract period of ,
[redacted] I may cancel my membership with 30days notice without incurring any fee.
13. I understand that Spectrum Gym will not vary the value of my fortnightly installments, except in instances where I have requested a hold on my membership as noted in items 8 and 9. My installments will continue fortnightly in this nominated amount until further notice.
14. I understand that no fee increases will be applied during my minimum contract period.
15. Should Spectrum Gym propose a restructuring of membership fees outside of the minimum term that will affect me, they will provide written notice and give me the opportunity to revise or terminate my direct debit agreement without penalty. The period of notice for fee changes outside of minimum contractual terms will be a minimum of one month. If I do not enter into a revised agreement or request termination of my agreement by the date identified for the change, my membership and this agreement will be terminated by Spectrum Gym. Under no circumstances will the value of the fortnightly installment be increased under this agreement.

MEMBER USE ONLY

Payment Authority

Payments of the installments shall be made by direct debit by the Billing Agent authorized by Spectrum Gym to collect fortnightly installments.

Member's Name

Signed & Agreed by the member:

Date:

Parent/Guardian Signature:

Date:

Witnessed by staff (signature):

Date:

Staff Name: