

DIRECT DEBIT REQUEST (DDR)

JPS Health & Fitness Pty Ltd – Port Melbourne (88 613 218 750)

SERVICE OPTIONS (Please Tick)

	Total
<input type="checkbox"/> A. 1X Session Per Week - \$55 per week over 10 weeks.	\$ 550.00
<input type="checkbox"/> B. 2X Session Per Week - \$95 per week over 10 weeks.	\$ 950.00
<input type="checkbox"/> C. 3X Session Per Week - \$105 per week over 17 weeks.	\$ 1,785.00
<input type="checkbox"/> D. 4X Session Per Week - \$125 per week over 25 weeks	\$ 3,125.00
<input type="checkbox"/> E. ___X Session Per Week - \$___ per week over ___ weeks	\$ _____.__

CLIENT AUTHORITY

NAME OF CLIENT GIVING THE DDR

I (print name) _____, hereby agree to the terms and conditions of JPS Health & Fitness Pty Ltd (86 613 218 741) set out in this agreement. I acknowledge that I have read the terms and conditions and hereby authorise JPS Health & Fitness Pty Ltd to arrange for funds to be debited through EziDebit, in consideration for services provided or to be provided to me, from my/our account at the Financial Institution identified below as instructed by me/us or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.

PAYMENT DETAILS

DETAILS OF THE ACCOUNT TO BE DEBITED

NAME OF FINANCIAL INSTITUTION

BRANCH NAME

ACCOUNT NAME

BSB NUMBER

ACCOUNT NUMBER

ABN (If applicable)

Note: Direct debiting is not available on the full range of accounts. If in doubt, please refer to your bank/financial institution for advice.

CUSTOMER AUTHORISATION

If in joint name/s both signatures may be required.

By signing below, I/we acknowledge that this Direct Debit arrangement is governed by the terms of Authorisation the DDRSA attached to this request.

NAME

NAME

SIGNED

SIGNED

DATE

DATE

DIRECT DEBIT REQUEST SERVICE AGREEMENT

TERMS & CONDITIONS

A. Direct Debit Setup

1. By agreeing to this *Direct Debit Request* (“*DDR*”) you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.
2. By agreeing to this *DDR*, you acknowledge that you are also agreeing to the terms and conditions of the third party provider, EziDebit.
3. We will advise you 14 days in advance of any changes to the *DDR*.
4. For all matters relating to the *DDR*, including cancellation, alteration or suspension of drawing arrangements, or to stop or defer a payment, or to investigate or dispute a payment you should:
 - a. Contact the relevant Studio Manager:
Airport West – Samuel@jpshealthandfitness.com.au or
Port Melbourne – Dave@jpshealthandfitness.com.au
and
 - b. Allow for 14 days for the amendments to take effect or to respond to a dispute.
5. It is the responsibility of the client to ensure that the right *Account* details have been provided *Initial Setup*, and you should be aware that failure to do so might incur a *Dishonour* fee that will be charged accordingly.
6. It is the responsibility of the client to do all that is necessary to fully understand the terms of this agreement, this may involve seeking professional legal advice.

B. General Provisions

1. Sessions that are not used will accrue on your account at the facility to which this agreement relates and will only become invalid at *Service Expiration*.
2. Payments will be deducted weekly for the duration of the agreement as detailed above, unless a variation has been made and specified explicitly.
3. If at the time of *Initial Setup* you have outstanding payments due for services rendered by us, this may be considered in this payment agreement. Including, but not limited to, an automatic deduction equivalent to the amount of outstanding sessions owed. You will be notified of this upon *Initial Setup* and afforded an opportunity to rectify or contest any payments due.
4. Amendments to this Direct Debit Request will not be facilitated following *Initial Setup*.

C. Default of Debit Payment

1. It is your responsibility to ensure that default of any debit cycle is avoided, and that you should be aware and acknowledge that defaulting may incur fees from the third-party provider pursuant to their terms and conditions.
2. If you default on payments we reserve the right to cease providing any services until any outstanding payments are made.
3. Any remaining sessions may be voided or rendered invalid if we do not rectify a default within one week of notification.
4. If outstanding payments are not made or resumed accordingly under Direct Debit, we will issue a formal, written invoice to you to the nominated email address requesting payment of all outstanding debts be made immediately.
5. We may pursue, by lawful means, any outstanding debts owed by you if they are not consolidated within 14 days.

D. Suspension & Early Termination

1. Payments may be suspended for a period of no more than four weeks, and you must give a minimum of two weeks notice to the Studio Manager of the relevant facility.
2. If you wish to terminate this agreement prior to its natural cessation you must provide electronic written notice via email to the Studio Manager of the relevant facility.
3. Early termination may be subject to exit fees and charges equivalent of two *Debit Cycles*.
4. Services under a Direct Debit agreement cannot be transferred to a third party.
5. Payments will not be refunded for any unused services, and any unused services will only be valid until the *Service Expiration* date.

E. Third-Party Provider - EziDebit

1. 'EzyDebit' is a third party service provider, and is an entity separate to JPS Health & Fitness Pty Ltd, as such we will not be held responsible for any fee's or charges that you may be subject to under EziDebit's terms and conditions.
2. EziDebit may also impose terms and conditions that affect you and this contract, we will not be held liable for any matter pertaining to this agreement.

DEFINITIONS

Account means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Dishonour Fee refers to any charges that may be incurred resulting from a default pursuant to EziDebit's terms and conditions;

Agreement means the Terms and Conditions (including EziDebit), including the Schedules to those terms and conditions as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

Direct Debit Request means

Debit Cycle refers to the time between each debit payment deducted from the nominated account.

We/Us means JPS Health & Fitness Pty Ltd (ACN: 613 218 741)

77C Matthews Ave, Airport West, 3042 (ABN: 86 613 218 741)

223 Rouse St, Port Melbourne, 3207 (ABN: 88 613 218 750)

Initial Setup refers to the originating agreement between the parties, involving the exchange, completion and appropriate submission of any relevant documentation, whether hard copy or electronic.

Service Expiration – All sessions will expire one year after purchase or first payment of this agreement.