

Bikram Yoga Fitzroy Studio Membership Benefits

- Membership paid monthly and equivalent to less than the cost of one casual class per week
- NO set up, transaction or cancellation fees
- NO minimum term
- Buddy Passes (5 Class Pass/Valid 1 Week) for friends who have not been yet to our studio.

Studio Membership Contract: Terms & Conditions

1. On the **Direct Debit Request Form**, fill in your details, preferred starting date for your first monthly DD payment and the cheque or savings account we will debit. Sign & date form.
2. Your Contract is with Bikram Yoga Fitzroy and Ezidebit, who provide the payment collection service to Bikram Yoga Fitzroy.
3. Your first payment will include a once only pro-rata amount **ONLY** if there are classes owing before your first payment.
4. While there is no minimum term required, please be aware that your Direct Debit payments will continue to be drawn **MONTHLY** until we receive notice of your wish to cancel. To cancel your Contract, please email contactus@bikramyogafitzroy.com.au **AT LEAST 15 DAYS BEFORE THE NEXT SCHEDULED PAYMENT**. If we receive notice less than 15 days before a payment cycle, your payments will be cancelled from the following month.
5. Your Initial monthly fee will not change during this contract.
6. You may request, by email, up to 30 days suspension for each 6 month period of membership. **Monthly payments continue during periods of suspension and compensation is at the end of each 6 month period of membership**, when we reduce the next payment according to the total suspension time (e.g., 30 days suspension = one full payment cancelled or 15 days suspension = one payment reduced 50%).
7. A "Dishonour Fee" will be charged if Ezidebit is unable to complete a monthly payment transaction. If you anticipate any problem with a monthly payment being completed, please advise us by email before the payment date.

My name is _____ and I accept the terms and conditions of the Bikram Yoga Fitzroy Studio Membership Contract

Signature _____ Date _____

Office Use Only:

Date of agreement.....

Date of first payment.....

Date each month of future payments.....

Bikram Yoga Fitzroy Studio Membership

DIRECT DEBIT REQUEST FORM

PERSONAL DETAILS

Surname.....Given Name.....

Mobile Number.....

Email.....

Address.....

Suburb.....State.....Postcode.....

DEBIT ARRANGEMENT Please indicate the desired date of your first DD payment and we will fill in the "Amount". **A pro-rata fee will be added for the first payment only, if there are classes owing before your first payment date.**

DATE OF 1ST PAYMENT: / / **AMOUNT** \$.....

 DD MM YY

1ST CLASS OWING _____ **PRO-RATA AMOUNT** \$.....

TOTAL FIRST PAYMENT \$.....

Direct Debit payments will continue to be drawn **MONTHLY** until we receive notice of your wish to cancel. To cancel your Contract, please email contactus@bikramyogafitzroy.com.au **AT LEAST 15 DAYS BEFORE THE NEXT SCHEDULED PAYMENT**. If we receive notice less than 15 days before a payment cycle, the contract will be cancelled from the following month.

PAYMENT METHOD

The DD payment will be drawn from the following CHEQUE or SAVINGS account:

BSB NUMBER.....

ACCOUNT NUMBER.....

ACCOUNT HOLDER NAME.....

I/We authorize Ezidebit Pty Ltd CAN 096 902 813 (User ID No 165969, 303909, 301203, 234072, 428198) to debit my/our account at their financial institution through the Bulk Electronic Clearing System (BECS) in accordance with the Debit Arrangement stated above and this Direct Debit Request and as per the Ezidebit DDR Service Agreement (Ver 1.4) provided.

This Authorisation is to remain in force in accordance with the terms and conditions on this Direct Debit Request, the provided Ezidebit DDR Service Agreement (Ver 1.4) and I/We have read and understand the same.

Signature(s) of
Nominated Account.....Date.....



ACN 096 902 813 | AFSL 315388

DDR SERVICE AGREEMENT (Ver 1.4)

DDR Service Agreement (Ver 1.4)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/We have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/We will contact my/our financial institution if I/We are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are 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 the financial institution. Accordingly, I/We 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, I/We agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

- (1) there is a public or bank holiday on the day of the debit, or any day after the debit date;
- (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
- (3) a payment request is received after normal Ezidebit cut off times, being 4:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/We will contact the Business if I/We wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/We agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

You appoint Ezidebit as your exclusive agent with regard to the control, management and protection of your personal information (relating to the Business and contained in this DDR Service Agreement). You irrevocably authorise Ezidebit to take all necessary action (which we deem necessary) to protect your personal information, including (but not limited to) prohibiting the release to or access by third parties without our consent.

You hereby irrevocably authorise, direct and instruct any third party who holds/stores keeps your personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on our written request.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required by law. Further information relating to Ezidebit's Privacy Policy can be found at www.ezidebit.com.au

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We authorise:

- a) Ezidebit to verify details of my/our account with my/our financial institution; and
- b) my/our financial institution to release information allowing Ezidebit to verify my/our account details

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