

POWLETT RESERVE TENNIS CENTRE MEMBERSHIP APPLICATION

Customer Details			
Name:		Date:	Membership #:
Date of birth:	Mobile:		Home Phone:
Current address:			
City:	State:	Post Code:	
Email:			
Do you wish to receive SMS or email Correspondence about news and special offers? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Emergency Contact			
Name:	Relationship:		Phone:
Additional Family or Couples Members			
Name:		Email:	
Date of birth:	Home Phone:	Mobile:	
Do you wish to receive SMS or email Correspondence about news and special offers? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Name:		Email:	
Date of birth:	Home Phone:	Mobile:	
Do you wish to receive SMS or email Correspondence about news and special offers? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Name:		Email:	
Date of birth:	Home Phone:	Mobile:	
Do you wish to receive SMS or email Correspondence about news and special offers? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Name:		Email:	
Date of birth:	Home Phone:	Mobile:	
Do you wish to receive SMS or email Correspondence about news and special offers? Yes <input type="checkbox"/> No <input type="checkbox"/>			
How did you hear about us?			
Google <input type="checkbox"/>	Online Ads <input type="checkbox"/>	Print Advertisement <input type="checkbox"/>	Direct Email <input type="checkbox"/>
Other Advertising <input type="checkbox"/>	Word of Mouth <input type="checkbox"/>	Staff Member <input type="checkbox"/>	Other <input type="checkbox"/>
Membership Details			
Membership Type (i.e. Gold, Silver, Bronze):			
Membership Duration: Monthly <input type="checkbox"/> Six Months <input type="checkbox"/> Twelve Months <input type="checkbox"/>			
Main Interests: Court Hire <input type="checkbox"/> Cardio <input type="checkbox"/> Competitions <input type="checkbox"/> Coaching <input type="checkbox"/>			
Payment Plan			
Fixed Term/ Direct Debit (Credit Card Payments)		Type: Visa <input type="checkbox"/> MasterCard <input type="checkbox"/>	Expiry Date: ___/___
Name of Card Holder:		Card Number: ___/___/___/___	
Monthly Payment: \$	Cardholder Signature:		
Monthly Members: I/we agree to the debit of a joining fee of \$50.00 and of monthly installments of \$_____ from my/our nominated credit card account for a minimum period of 3 months. I/we understand that my/our FPTC Membership will continue until I/we give FPTC written notification, by the 25th of the month prior to the month of cancellation of my/our intention to terminate that membership. I/we understand that Direct debit will occur on the 1st of each month and will commence on 1 st _____ 20____.			
Term Members: I/we agree to pay a membership fee of \$_____ and a joining fee of \$50.00 for a membership term of months.			
Initial Payment Received: \$		Payment Type:	
Membership Commences on:			
By signing below I/We have read and accept the terms and conditions of this Membership Agreement and will abide by the Powlett Reserve T.C. Terms and Conditions.			
_____	_____	_____	_____
Signed (Adult Member 1)	Signed (Adult Member 2)	Signed (PRTC Staff Member)	Date

POWLETT RESERVE TENNIS CENTRE MEMBERSHIP AGREEMENT

1. INTRODUCTION

1.1 This document outlines the rights and responsibilities Powlett Reserve T.C. Individual, Couples and Family Members (collectively, 'the Customer') and Powlett Reserve T.C. have in relation to payment of term membership fees, and the direct debit from the Customer's nominated bank account or credit card of installments and/or fees payable by the Customer in accordance with this Agreement.

1.2 Should the Customer have queries regarding this Agreement, the attached Membership Application form and/or the Direct Debit Request form the Customer should contact Powlett Reserve T.C. on 9417 6511 or email powlettreserve@bigpond.com.

2. MONTHLY DIRECT DEBIT PAYMENT

2.1 The Customer agrees to pay the joining fee specified in the attached payment plan on commencing the Powlett Reserve T.C. Membership.

2.2 The Customer also agrees to pay the Membership installments specified in the attached direct debit payment plan until this Agreement is terminated in accordance with clause 4 below.

2.3 Membership installments are payable in advance and will be debited on the 1st day of each month. If this date falls on a public holiday or weekend, installments will be debited on the previous business day.

2.4 Should there be any arrears in payment (due to administrative or similar error) the Customer authorises Powlett Reserve T.C. to debit the outstanding balance in order to bring the membership account up to date, provided that Powlett Reserve T.C. first gives the Customer notice of the arrears.

2.5 Should any monthly installment be dishonored, that installment will become immediately payable and Powlett Reserve T.C. may charge the Customer a dishonor fee which reflects any amount charged to Powlett Reserve T.C. as result (such as a bank 'charge back' fee).

2.6 Powlett Reserve T.C. may increase the amount of the membership installment after the expiry of the minimum term of 3 months by providing 30 days written notice (by email or post) of the increase.

2.7 Monthly membership installments are non-refundable regardless of the Customer's attendance at the relevant Powlett Reserve T.C. facility.

2.8 After the expiry of the minimum term, this Agreement shall continue indefinitely until terminated in accordance with clause 3.

3. FIXED TERM PAYMENT

3.1 The Customer may elect to purchase a 6 or 12 month term membership at the fee set out in the payment plan in the attached Membership Application form.

3.2 The term membership fee must be fully paid (and payment funds cleared) prior to any term membership commencing.

4. TERMINATION OF MONTHLY MEMBERSHIP

4.1 The Customer may elect to terminate this Contract at any time provided that all installments and fees to the date of termination are paid.

4.2 Termination before the expiry of the minimum term will attract a cancellation fee equal to one month's membership installment.

4.3 In the case of Couples memberships, cancellation by one member of the couple will result in cancellation of the entire membership, and the other member of the couple will have the option to commence an Individual membership. Should this option be exercised no additional joining fee will be payable.

4.4 In the case of Family memberships: (a) where one or more members of the family cancel, the monthly membership installment amount will be reduced accordingly; or (b) where one or more members of the family cancel such that only two members of a couple or one or two individuals remain, the membership type and monthly membership installment amount will be amended accordingly and no additional joining fee will be payable.

4.5 Notice of termination must be in writing and be received by Powlett Reserve T.C. prior to the 25th day of the month. Any notice of termination received after this date will not prevent debit of the membership fee for the next month.

4.6 Any installments or fees outstanding at the date of termination (including any installment or fees which fall due during any 30 day notice period for an installment increase) will remain a debt owed to and recoverable by Powlett Reserve T.C.

4.7 This Agreement may be terminated by either party if the other party commits a material breach of this Agreement and, if the breach is capable of being remedied, fails to remedy that it within 7 days of notice being given by the terminating party.

5. TERMINATION OF TERM MEMBERSHIP

5.1 Termination of a term membership will not be backdated.

5.2 Notice of termination must be in writing and received by Powlett Reserve T.C. for termination to take effect.

5.3 Early termination of a term membership will attract the following cancellation fee: (a) if 6 months or more of the term remains - \$200 (b) if less than 6 months of the term remains - \$100.

5.4 In the case of Couples term memberships, cancellation by one member of the couple will result in cancellation of the entire membership, and the other member of the couple will have the option to commence an Individual membership. Should this option be exercised a pro rata refund, if applicable, will be given by Powlett Reserve T.C.

5.5 In the case of Family memberships, where one or more members of the family cancel such that only two members of a couple or one or more individuals remain, the membership type will be amended accordingly and a pro rata refund, if applicable, will be given by Powlett Reserve T.C..

6. SUSPENSION

6.1 The Customer may suspend their membership upon 24 hours written notice. Suspension will not be backdated. If suspension is approved, a suspension fee of \$10 per month is applicable.

6.2 In the case of Family and Couples memberships, suspension by one family member/ member of the couple will result in complete suspension of the membership (such that other family members/the other member of the couple cannot use the relevant Powlett Reserve T.C. facility for the duration of the suspension period).

6.3 Suspension may be requested for a minimum period of 7 days to a maximum period of: (a) 12 weeks per year for monthly and 12 month term memberships; and (b) 6 weeks per term for 6 month term memberships. If any suspension, or the sum of suspension periods, is in excess of these maximum periods, further suspension will only be permitted if the Customer provides a medical certificate.

6.4 In the case of monthly memberships: (a) Where a membership has been suspended, a pro-rata monthly installment, plus a suspension fee of \$10 per month will be debited from the Customer's account or credit card on the next applicable debit date. (b) If a suspension request is submitted after the 25th day of the month, the following month's membership installment will be processed in full by Powlett Reserve T.C. and any pro rata discount will be applied to the membership installment payable in second month following the suspension. (c) Direct debits will re-commence automatically after the expiry of the suspension period, even if the Customer has not visited Powlett Reserve T.C.

7. PRIVACY

7.1 Powlett Reserve T.C. requires the information requested in the attached Membership Application Form to provide the Customer with Powlett Reserve T.C. membership and for related purposes, including providing the Customer with information in relation to Powlett Reserve T.C. activities, promotions and the like.

7.2 This information will only be used by Powlett Reserve T.C. for the purpose of sending and receiving timely and relevant information and communications related to tennis. Except where permitted or required by law, or where the Customer's consent is obtained, this information will not be disclosed to third parties. The Customer is able to access their personal details via Powlett Reserve T.C. upon reasonable notice.

8. CREDIT/DEBIT REPORTING AGENCIES

8.1 If the Customer is in default of any payment obligation (other than in respect of any fee payable in accordance with clause 2.4) under this Agreement and fails to remedy the default within 21 days of being requested to do so by Powlett Reserve T.C., the Customer authorises Powlett Reserve T.C. to notify any debt collection or credit reporting agency of the default.

8.2 In the event of the Customer's continued default of any payment obligation for more than 21 days after being requested by Powlett Reserve T.C. to remedy the default, Powlett Reserve T.C. may in its discretion terminate this Agreement in accordance with clause 3.7, at which time any outstanding amounts plus Powlett Reserve T.C.'s expenses incurred in collecting or attempting to collect the debt will become payable by the Customer.

9. TRANSFER

9.1 Membership is nontransferable.

10. RULES AND REGULATIONS OF POWLETT RESERVE TENNIS CENTRE

10.1 By entering into this Agreement and becoming a Powlett Reserve T.C. member, the Customer agrees to abide by and be bound by the Powlett Reserve T.C. conditions of entry and any other Powlett Reserve T.C. rules or regulations which Powlett Reserve T.C. make known to the Customer, including but not limited to the Powlett Reserve T.C. Member Protection By-Law

10.2 Powlett Reserve T.C. reserves the right to alter the member benefits by firstly notifying members of their intention with 30 days' notice.

11. DIRECT DEBIT COACHING FEES

11.1 The Customer acknowledges that if the Customer (including any one or more members of a Couple or Family membership) elect to receive coaching at Powlett Reserve T.C. and to pay for that coaching via direct debit: (a) a monthly coaching fee or fees will become payable; (b) the coaching fee or fees will be debited from the Customer's nominated bank account or credit card at the same time as the membership installment; and (c) the provisions of this Agreement relating to suspension or termination of membership for the Customer's default of any fees payable to Powlett Reserve T.C. will also apply to default of coaching fees (such that both the membership and the coaching may be suspended or terminated at once).

12. ENTIRE AGREEMENT

12.1 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior representations, agreements, statements and understandings between the parties in connection with it, whether in writing or verbal.

13. SEVERANCE

13.1 Any provision of this Agreement that is void or unenforceable in Victoria may be severed from this Agreement without affecting the enforceability of other provisions.