

DANCE 4 LIFE MEMBERSHIP DIRECT DEBIT TERMS & CONDITIONS (Jan 2024)

By becoming a Dance 4 Life Member, you acknowledge and agree to follow these terms & conditions, which can also be found at <http://www.dance4life.com.au/terms-and-conditions/>.

1. DIRECT DEBIT ARRANGEMENT

- 1.1. Fees are payable via direct debit from your nominated bank account or credit card.
- 1.2. Fees are taken via our direct debit service provider EziDebit and managed via Clubworx.

2. DIRECT DEBIT SURCHARGES & FEES

- 2.1. Bank Account - No surcharge
- 2.2. Credit Card - 2.4% for Visa/MasterCard transactions, 4.4% for American Express transactions
- 2.3. Declined transactions will incur a \$14.80 dishonour fee by EziDebit and a \$6.50 administration fee by Dance 4 Life. Please ensure you have sufficient funds in your account.
- 2.4. Couple's or Friends memberships paid from different accounts will incur an additional \$1.00 transaction fee per account.

3. MEMBERSHIP SCHEDULE & FEES

- 3.1. Each membership week commences on a Sunday and ends on a Saturday.
- 3.2. Fees are payable fortnightly on each Friday before the commencement of 2 weeks of membership.
- 3.3. Each membership payment is for 2 weeks worth of continuous membership with the inclusions as set out below in sections 5,6,7&8.
- 3.4. If the payment date falls on a public holiday, the payment may be pushed up to the soonest business day prior to the payment date.

3.5. 4-Week minimum membership term:

- 3.5.1. Membership price savings are based on a 4-week minimum membership term.
- 3.5.2. This is a minimum of 2 consecutive fortnightly direct debit payments.
- 3.5.3. First-time "Standard" Members - Minimum term is waived if you commence a "Standard" membership *immediately* after your 3-Week Introductory/Trial Membership.
- 3.5.4. Any membership changes will be subject to a new 4-week minimum membership term. For more info, see section 11 on Membership Changes.

4. UPDATES TO TERMS & CONDITIONS

- 4.1. Dance 4 Life may periodically update these Terms & Conditions with members being notified via email.
- 4.2. 7 days notice will be provided via email for any updates that will affect your membership and payment structure.
- 4.3. We reserve the right to cancel a membership if a member fails to meet any of these terms or does not follow the studio rules or etiquette.

MEMBERSHIP INCLUSIONS

5. MEMBERSHIP TYPES & INCLUSIONS

- 5.1. **Standard Membership** - 1 Private Lesson + Member Portal Access + complimentary Foundations Class.
- 5.2. **Gold Membership** - All Standard Membership inclusions + higher-level practice classes (provided prerequisites are met).
- 5.3. **Platinum Membership** - All Gold Membership inclusions + an extra weekly private lesson
- 5.4. **Legacy/Retired memberships not listed above** - Please refer to your original membership summary email for the inclusions of your membership. If you are uncertain, please email us at info@dance4life.com.au for clarification.

6. PRIVATE LESSONS

- 6.1. We recommend you book a regular weekly private lesson time and reschedule only when necessary.
- 6.2. 24 hours notice is required for lesson cancellation/rescheduling, or the lesson is forfeited.

6.3. Makeup Private Lesson Policy

- 6.3.1. A makeup private IS credited when:
 - 6.3.1.1. you cancel providing 24 hours notice and can't reschedule in the same membership week.
 - 6.3.1.2. your instructor cancels the lesson and can't reschedule in the same membership week.

Makeup Private Lesson Policy (cont'd)

- 6.3.2. A makeup private IS NOT credited if you cannot attend a booking and do not provide 24 hours notice.
- 6.3.3. Makeup private credits are non-transferrable and cannot be exchanged for a refund.
- 6.3.4. Makeup private credits can be “banked” and utilised at a later date.
- 6.3.5. Your membership must be active in order to utilize any makeup private credits.
- 6.3.6. Please refer to section 12 regarding optionally catching up on makeup private credits.

7. ONLINE MEMBERSHIP PORTAL

- 7.1. Online syllabus content is initially limited to the Beginner and Crystal levels.
- 7.2. Access to higher level content is based on completion and demonstration of medal levels.
- 7.3. Member portal content is strictly for private use and is not to be copied, downloaded, shared or duplicated in any form.
- 7.4. Member portal will automatically deactivate if there is a failed payment and may not reactivate until the next successful payment cycle.
- 7.5. No makeups, credit or refunds are given if you do not use the portal while your membership is active.

8. GROUP PRACTICE CLASSES (Williamstown Only)

8.1. Regular Attendance Is Required

- 8.1.1. Enrolment and regular attendance is required. Please email info@dance4life.com.au to amend your enrolments.
- 8.1.2. Casual “drop-in” participation is discouraged as it disrupts the class. Exceptions will be made for students at a higher medal level than the class and if class numbers allow. Please contact us beforehand to check.
- 8.1.3. If you are going to miss a practice class, you should notify us ASAP via email or text message.

8.2. Foundations Practice Class

- 8.2.1. All memberships include complimentary access to the weekly Foundations class, except the Catch-Up Membership (section 12).

8.3. Higher-Level Practice Classes (Bronze, Silver & Above)

- 8.3.1. Standard members are charged an additional rate per person, per practice class attended. This is taken via direct debit in addition to your Standard Membership fee.
- 8.3.2. Gold & Platinum members are allowed unlimited class enrolments (provided class prerequisites are met).
- 8.3.3. Bronze practice classes require the completion of the Crystal Elite level in that genre.
- 8.3.4. Silver practice classes require the completion of the Bronze 2 medal in that genre.

8.4. Cancellation & Makeup Policy

- 8.4.1. Practice classes may sometimes be cancelled/rescheduled once-off on public holidays, long weekends, if there are insufficient numbers or due to unforeseen circumstances.
- 8.4.2. No makeups, credit or refunds are given for any missed or cancelled practice classes. Please plan ahead and amend, suspend or cancel your membership in advance.

CHANGES TO DIRECT DEBIT MEMBERSHIP

9. MEMBERSHIP SUSPENSION (When You Provide an Exact Return Date for Reactivation)

- 9.1. A “suspension” is when payments and membership are paused for a set period and you provide an exact return date for membership reactivation.
- 9.2. You can suspend your membership after the 4-week minimum membership term.
- 9.3. Suspending will deactivate ALL membership inclusions (sections 5,6,7&8).
- 9.4. You must provide 7 days notice VIA EMAIL to info@dance4life.com.au with the relevant dates. Any verbal notice may be insufficient and may not reach the admin team.
- 9.5. Your email must specifically request a “*suspension*” or “*pause*”. Saying you’ll be “away” will not be interpreted as a suspension request as many members maintain their membership while they are away.
- 9.6. Suspension duration will be calculated in whole membership weeks (section 3.1). As payments are taken fortnightly, your payment amount may be amended in proportion to the length of the suspension period.
- 9.7. No refund is given for any unused portion of a suspended membership.
- 9.8. If no return date is set for reactivation, it is classed as a Cancellation (section 10).

10. MEMBERSHIP CANCELLATION (When You Don't Provide an Exact Return Date for Reactivation)

- 10.1. A "cancellation" is when payments and membership are stopped indefinitely and you don't provide an exact return date for membership reactivation.
- 10.2. You can cancel your membership after the 4-week minimum membership term.
- 10.3. Cancelling will cancel ALL membership inclusions (sections 5,6,7&8).
- 10.4. You should provide 7 days notice VIA EMAIL to info@dance4life.com.au with the relevant dates. Any verbal notice may be insufficient and may not reach the admin team.
- 10.5. Your email must specifically request a "cancel" or "cancellation". Saying you'll be "away" will not be interpreted as a cancellation request as many members maintain their membership while they are away.
- 10.6. Any makeup private credits will expire 12 months after the cancellation date, unless the membership is reactivated.
- 10.7. No refund is given for any unused portion of a cancelled membership.
- 10.8. Any legacy/loyalty rates are forfeited upon cancellation and any subsequent membership reactivation will be based on the latest rates.

11. MEMBERSHIP CHANGE (When you change the Membership Type)

- 11.1. A "change" is when you switch your membership type (see section 5) and thus amend your direct debit recurring payment amount.
- 11.2. You can change your membership after the 4-week minimum membership term.
- 11.3. A change is treated as a Cancellation (section 10) of your current membership and the start of a new membership agreement with a new 4-week minimum membership term.
- 11.4. You must provide 7 days notice VIA EMAIL to info@dance4life.com.au with the relevant dates and new membership type. Any verbal notice may be insufficient and may not reach the admin team.

11.5. Membership Downgrade

- 11.5.1. If the change is a downgrade, any legacy/loyalty rates of the previous membership is forfeited and any subsequent membership upgrade will be based on the latest rates.

11.6. Temporary Change to Membership

- 11.6.1. You may request a "temporary change", which is a non-permanent change where the membership will revert back to the original membership.
- 11.6.2. Our Membership price savings are based on a consecutive 4-week minimum membership term.
 - 11.6.2.1. A temporary change that is 4 weeks or longer qualifies for membership pricing during the temporary period.
 - 11.6.2.2. A temporary change that is less than 4 weeks does not qualify for membership pricing and you will be charged at a casual non-member rate per service during the temporary period.

12. CATCH-UP MEMBERSHIP (to Catch-Up on Makeup Private Credits)

- 12.1. A "catch-up membership" is a temporary membership change (section 11.6) that pauses any new weekly private credits so you can "catch up" on at least 4 banked makeup private credits (section 6.3).
- 12.2. A minimum of 4 banked makeup private credits is required.
- 12.3. An \$8/week catch-up membership fee will apply in order to continue attending the studio. If you are enrolled into group practice classes (section 8), an additional fee will apply per practice class per person.
- 12.4. You must provide 7 days notice VIA EMAIL to info@dance4life.com.au with the relevant dates. Any verbal notice may be insufficient and may not reach the admin team.

13. STUDIO BREAK PERIODS

- 13.1. Dance 4 Life shuts down (or reduces its hours) during holiday periods, normally at the end of the year.
- 13.2. By default, Dance 4 Life automatically suspends (section 9.1) all recurring memberships during any studio break periods.
- 13.3. Memberships within the 4-week minimum membership term (section 3.5) will have the term extended by the duration of the break period.
- 13.4. You may elect to keep your membership active if:
 - 13.4.1. you want to bank makeup private lessons (section 6.3), or
 - 13.4.2. you want to book lessons during the break period (pending availability)In this case, Gold memberships will only be charged the Standard membership rate for the duration of the break period.



ACN 096 902 813 AFSL 315388

Ezidebit AU Direct Debit Request (DDR) Service Agreement (Version 1.12)

This Direct Debit Request Service Agreement (**Agreement**) forms part of the terms and conditions of your Direct Debit Request (**DDR**).

Debiting Your Account

1. By agreeing to the DDR you authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 342190, 342191, 428198) (referred to as Ezidebit) to make debits to your nominated account.
2. The debit will be processed on the next business day after the direct debit date if:
 1. a payment request is received by Ezidebit after Ezidebit's usual cut off time, being 3:00pm Qld time, Monday to Friday;
 2. there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.
3. You authorise Ezidebit to attempt to re-debit any unsuccessful payments. You will also be responsible for any fees and charges applied by your 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.
4. Ezidebit may charge you certain fees (including setup, variation, SMS or processing fees) where applicable under your debit arrangement.

Your Responsibilities

5. It is your responsibility to:
 1. Ensure that your nominated account can accept direct debits;
 2. Ensure that the details on the DDR are correct, and the bank account has been verified against a recent bank statement;
 3. Ensure that all authorised signatories nominated on the financial institution account to be debited authorise the DDR;
 4. Ensure that there are sufficient cleared funds in the nominated account, as a failed payment fee may be charged by Ezidebit if a debit is returned by your financial institution as unpaid;
 5. Advise immediately if the nominated account is transferred or closed or your account details change;
 6. Arrange a suitable payment method if Ezidebit or the Business cancels the drawing arrangements.

Cancelling or Changing Direct Debits

6. Subject to the terms and conditions of your agreement with the Business, you may cancel, alter or defer the debit arrangement by contacting the Business a reasonable time before the date that the drawing is to be made.
7. You authorised Ezidebit to vary the amount of the payments from time to time upon receiving instructions from the Business of a variation provided for within your agreement with the Business. In all other cases, changes to the amounts or dates of a series of direct debits require 14 days' prior notice.
8. If you believe that there has been an error in debiting your account, you should notify the Business as soon as possible. The Business will notify you of its determination and the amount of any adjustment that will be made to your nominated account (if any). Upon receiving instructions from the Business, Ezidebit will arrange for your financial institution to adjust your nominated account by the applicable amount (if any). Alternatively, you can also contact your financial institution.
9. You agree that Ezidebit will not be liable for any disputed transactions resulting from the supply or non-supply of goods and/or services by the Business and that all disputes will be directed to the Business (as Ezidebit is acting only as an agent for the Business).

Confidentiality

10. We will keep your account details and direct debit records confidential in accordance with Ezidebit's [Privacy Policy](#), except where the disclosure of certain information to your financial institution is necessary to enable us to act in accordance with your drawing arrangements. We may disclose the information in the event of an alleged incorrect or wrongful debit, in relation to a claim, or otherwise as required by law.

Contact

If you wish to contact Ezidebit about anything relating to this Agreement, you should contact:

Ezidebit
PO Box 3327, Newstead, QLD 4006
Ph: 1300 763 256 Email: support@ezidebit.com.au
<https://www.ezidebit.com/en-au/contact>