

# ROYAL PARK GOLF COURSE

## FY24/25 ANNUAL PASS DIRECT DEBIT TERMS + CONDITIONS

For your convenience, Royal Park Golf Course is pleased to offer you the ability to pay your annual pass fees monthly via direct debit of your nominated bank account or credit card via Ezipay.

The FY24/25 monthly direct debit instalment payable for each playing category, is listed in the table below;

ANNUAL PASS	MONTHLY FEE 2024-25 (GST INC)
<b>7 Days</b> (Monday to Sunday playing rights)	\$83.58
<b>5 Days</b> (Monday to Friday playing rights)	\$62.75
<b>Junior</b> (Monday to Sunday playing rights)	\$56.67

Each instalment comprises 1/12th of the total sum of the FY24/25 annual season pass amount.

Please note that eligible concession or senior card holders will be entitled to a 10% discount off the total sum of the FY24/25 annual season pass amount, this may vary the above indicated monthly Fee to be direct debited from your nominated bank account or credit card via Ezipay.

### ANNUAL PASS INSTALMENT PLAN CONDITIONS

1. By electing to purchase an annual pass you acknowledge that, subject to the application of paragraph 3, you agree to pay the full amount of the annual pass that you have selected. You further acknowledge that on the basis that you enter into a direct debit payment arrangement, Royal Park Golf Course agrees to accept payment of the full amount of the annual pass in twelve equal consecutive monthly installments. The first instalment is payable at the time of signing up to your annual pass. Thereafter it will be debited on this date each month thereafter through Ezipay. For example, if you sign up on 5 September, your next direct debit will be on 5 October and the 5<sup>th</sup> day of each month thereafter.
2. The annual pass minimum period is three months. If you wish to cancel your annual pass within three months from the sign up date of your annual pass, you agree to pay the remainder of the three months in full. Upon receiving notification of cancellation, as per clause 6 of your annual pass, Royal Park Golf Course will cease direct debit payment

All queries to be directed to Royal Park Golf Course via email; [info@royalparkgolf.com.au](mailto:info@royalparkgolf.com.au)

Please refer to GreenSpace Management's Privacy Policy for information about how we hold and use your personal information.

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from your nominated bank account or credit card upon payment of any outstanding amounts on your annual pass.

3. Annual pass holder's have a responsibility to ensure that there is sufficient cleared funds in the nominated bank account or credit card by the direct debit date to enable the debit to be honoured on the direct debit date. Royal Park Golf Course are not responsible for any fee or charges that may be charged by your financial institution or under any direct debit agreement. If a direct debit you have agreed to is dishonoured for any reason including insufficient funds or closed account, you will be charged and agree to pay a \$16.39 (inc. GST) dishonoured payment fee on top of any amount outstanding. Payment of dishonoured payments fee and the outstanding direct debit are made via Ezyppay which is automatically be added to your next direct debit. Access to the golf course may be restricted at the discretion of Royal Park Golf Course, where membership fees are outstanding. Royal Park Golf Course reserve the right to recover any unpaid annual pass fees and/or terminate your annual pass by giving notice. Noting: This fee is subject to change by our service provider.
4. You agree to advise Royal Park Golf Course of any changes to contact details or direct debit/ banking details in writing at least 14 days prior to the change occurring. Royal Park Golf Course cannot update any financial information on your behalf, to make a change to your nominated bank account or credit card you must contact Ezyppay directly or via their customer portal.
5. The fees and charges and operation are reviewed from time to time and Council reserves the right to unilaterally vary these terms and conditions by giving you 28 days' notice by email and by updating their website. Annual passes and other prices are reviewed annually and are subject to change. Notice of any pricing changes will be emailed to the last known address and displayed at Royal Park Golf Course by 2 June of the year in which the prices will change, effective as of 1 July that year.
6. Royal Park Golf Course will continue to debit the monthly payment amounts via direct debit from the annual pass holder's nominated bank account or credit card until such time that the annual pass holder notifies Royal Park Golf Course in writing of their request to cancel with at least 14-days advance notice.
7. Despite foreseeable risk and the probability of serious harm, the burden of taking reasonable precautions to avoid the risk of harm lies with you. These risks include, but are not limited to, loss or damage to personal property, injury or fatality. You acknowledge and agree that you use the Royal Park Golf Course at your own risk. If you suffer injury or illness, you consent to us arranging medical treatment including calling an ambulance as deemed essential for your safety, at your cost. All users are responsible for damages caused by them and their golf equipment at Royal Park Golf Course.
8. You must strictly comply with these terms and conditions, all directions of Royal Park Golf Course and its staff, all laws, the conditions of entry displayed at the Golf Course and any other agreed obligations and requirements set out in your membership application form and direct debit agreement with third party, at all times. We may amend these

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conditions from time to time by giving you 28 days' notice. Any identified breach of your obligations may, at the absolute discretion, be referred to Victoria Police or other relevant authority. You are expected at all times to treat staff and other patrons with respect and in a kind and courteous manner.

9. Royal Park Golf Course may be closed and its programs cancelled by the Council at any time in the event of an emergency or due to circumstances beyond Royal Park Golf Course's control (including but not limited to an electrical fault, software issues, water leak, issue with the course, pandemic, OH&S reasons, government direction or other matter) or at any time for other reasons including maintenance. Royal Park Golf Course will use its reasonable endeavours to notify members by email of planned closures or emergency closures. Council may agree, at its discretion, to extend the term of your membership or stop payments while Royal Park Golf Course is closed.

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Royal Park Golf Course  
11 Old Poplar Rd  
Parkville Victoria 3052

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with **GreenSpace Management Pty Ltd ABN 51 626 072 063 (the Debit User) trading as Royal Park Golf Course**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. GreenSpace Management Pty Ltd uses Ezyppay as its Direct Debit service provider.

Ezyppay has its own customer terms and conditions. It is recommended that users read these terms and conditions;

The Contract Issuer, GreenSpace Management, acknowledges and agrees that the ownership of all tokens and member details remains with the Contract Issuer. Ezyppay, as the debit provider, will have access to these details solely for the purpose of executing direct debits as per the terms of this contract

[https://www.ezyppay.com/hubfs/document/AU\\_Customer\\_Terms\\_&\\_Conditions.pdf](https://www.ezyppay.com/hubfs/document/AU_Customer_Terms_&_Conditions.pdf)

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### Definitions

**account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

**agreement** means this Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by you to us is due.

**debit payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the written, verbal or online request from you to enter into a direct debit arrangement and your authorization to us and our agents (Ezyppay) to establish the direct debit arrangement *and debit the agreed amounts from your account*.

**us** or **we** means GreenSpace Management Pty Ltd ABN 51 626 072 063 *trading Royal Park Golf Course (the Direct Debit User) you have authorised by making a Direct Debit Request*.

**you** means the customer who has authorised the *Direct Debit Request*.

**your financial institution** means the financial institution at which you hold the *account* you have authorised us to debit.

### 1. Debiting your account

1.1 By submitting a *Direct Debit Request*, you have authorised us to arrange for funds to be debited from *your account* via Ezyppay. The *Direct Debit Request* (including any terms and conditions which pertain to it) and this *agreement* set out the terms of the arrangement between us and you.

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	<p>1.2 We will only arrange for funds to be debited from your account as authorised in the <i>Direct Debit Request</i>.</p>
	<p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, your <i>financial institution</i> may be directed to debit your account on the following <i>banking day</i>. If you are unsure about which day your account has or will be debited you should ask your <i>financial institution</i>.</p>
<p><b>2. Amendments by us</b></p>	<p>2.1 We may vary any details of this agreement or a <i>Direct Debit Request</i> at any time by giving you at least fourteen <b>(14) days</b> written notice sent to the preferred email or address you have given us in the <i>Direct Debit Request</i>.</p>
<p><b>3. Accounts</b></p>	<p>It is your obligation to check:</p> <ul style="list-style-type: none"> <li>(a) with your <i>financial institution</i> whether direct debiting is available from your account (as direct debiting is not available on all accounts offered by financial institutions);</li> <li>(b) your account details which you have provided to us are correct by checking them against a recent account statement; and</li> <li>(c) with your <i>financial institution</i> before completing the <i>Direct Debit Request</i> if you have any queries about how to complete the <i>Direct Debit Request</i>.</li> </ul>
<p><b>4. How to cancel or change direct debit</b></p>	<p>After three months continuous direct debit payments of your Annual Pass you can:</p> <ul style="list-style-type: none"> <li>(a) cancel the <i>Direct Debit Request</i>; or</li> <li>(b) change, stop or defer an individual debit payment at any time by giving us at least <b>14 days'</b> notice.</li> </ul> <p>To do so, notification by writing to: Facility Manager, Royal Park Golf Course, 11 Old Poplar Rd, Parkville 3052.  <b>or</b> <a href="mailto:info@royalparkgolf.com.au">info@royalparkgolf.com.au</a></p> <p>For all bank account or credit card detail changes you must contact Ezy pay Customer Service directly via; 1300 300 553 or <a href="mailto:help@ezypay.com">help@ezypay.com</a></p>

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<p><b>5. Your obligations</b></p>	<p>5.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>5.2 If there are insufficient clear funds in <i>your</i> account to meet a <i>debit payment</i>:</p> <p>(a) you will be charged a fee \$16.39 (inc. GST) fee and <i>your financial institution</i> may charge you a fee;</p> <p>(b) you must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your</i> account by an agreed time so that we can process the <i>debit payment</i>.</p> <p>5.3 You should check <i>your</i> account statement to verify that the amounts debited from <i>your</i> account are correct.</p> <p>5.4 Ongoing failed attempts may result in cancellation of direct debit access rights.</p>
<p><b>6. Dispute</b></p>	<p>6.1 If you believe that there has been an error in debiting <i>your</i> account, you should notify us directly on email at <a href="mailto:info@royalparkgolf.com.au">info@royalparkgolf.com.au</a> or in writing to Royal Park Golf Course, 11 Old Poplar Rd, Parkville 3052 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can contact your financial institution for assistance.</p> <p>6.2 If we conclude as a result of our investigations that <i>your</i> account has been incorrectly debited, we will respond to <i>your</i> query by arranging within a reasonable period for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your</i> account has been adjusted.</p> <p>6.3 If we conclude as a result of our investigations that <i>your</i> account has not been incorrectly debited, we will respond to <i>your</i> query by providing you with reasons and any evidence for this finding in writing.</p>
<p><b>7. Privacy</b></p>	<p>7.1 We will keep any information (including <i>your</i> account details) in <i>your</i> <i>Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure <i>our</i> employees do not have access to your personal financial information. All financial information of our customers are held by Ezy pay within their PCI DSS Cloud platform.</p> <p>7.2 We will only disclose information that we have about you:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p> <p>7.3 Customers should read the Ezy pay Customer Terms and Conditions on how Ezy pay stores and uses your personal</p>

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	<p>information.</p> <p>7.4 The Council is committed to protecting your privacy and is bound by the Information Privacy Principles in the Privacy and Data Protection Act 2014 (Vic) ('PDP Act') and any code of practice made under the PDP Act with regard to the collection of personal information.</p>
<b>8. Contacting each other</b>	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to Facility Manager, Royal Park Golf Course, 11 Old Poplar Rd, Parkville VIC 3052 or contact us by email at <a href="mailto:info@royalparkgolf.com.au">info@royalparkgolf.com.au</a></p> <p>8.2 We will notify you by sending a notice to the preferred address or email you have given us in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>