



Membership Terms & Conditions and Accounts & Credit Policy

V2 - 2021

Royal Melbourne Yacht Squadron

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Membership Information

RMYS Membership year is 1 April – 31 March and is renewed automatically for a 12 month period on 1 April each year, unless you notify in writing to the contrary.

Membership fees are not refundable.

Application for membership cannot be processed until we have received either a completed Credit Card payment authority or a completed Direct Debit Request.

You will be notified of the new members meeting date and time which you and your proposer or seconder must attend as part of the process for your application for membership.

Members are expected to attend Working Bees at the club, held twice a year as advertised in the RMYS Red Book or pay a Working Bee levy for non-attendance. A member is requested to contribute their time as a volunteer each year, this can be in the form of working bee days, Sub-Committees, Race Official, Tower Duty or a maintenance activity. Other fees may be payable by members as determined by the General Committee, such as Building or Asset Maintenance fees.

A member may resign at any time by notice in writing and continues to be liable for any annual subscription and levies due and unpaid at the date of resignation.

PROPOSERS

Note: The proposer and seconder must be a financial senior member or a financial sailing member of the squadron with a minimum of one year current senior or sailing membership. If you do not know a senior or sailing member please attach two letters of reference from referees who have known you for at least five years.

CREDIT CARD PAYMENT AUTHORITY

COMPANY NAME: Royal Melbourne Yacht Squadron
ADDRESS: PO Box 2001, St Kilda West, VIC 3182
CONTACT DETAILS: 03 9534 0227

I hereby authorise Royal Melbourne Yacht Squadron ("RMYS") to debit my credit card described below for amounts outstanding on my RMYS account as per the options below.

All debits will be processed on or about the 15th of each month after the reporting date of the monthly RMYS Statement. This authority continues until it is cancelled by written advice by me or by RMYS, subject to the provisions below.

I acknowledge that my RMYS account is governed by RMYS Accounts and Credit Policy. A copy of the policy is available from the RMYS office; it is published in the RMYS "Red Book" and on the RMYS website.

(1) General ongoing credit card authority

I authorise RMYS to debit my credit card monthly FOR ALL amounts outstanding on my RMYS account.

Payments by monthly instalments do not entitle members to pro-rata membership. I understand that I am liable for the balance of my membership fees should I cancel my membership before the end of the membership year.

I agree that the balance of my membership fee and any other outstanding amounts will be charged to my credit card should I cease to be a member. This authority may be cancelled by me when the membership fees are fully paid or I have made other arrangements in writing with RMYS.

Note: 1.5% surcharge will be added to AMEX Credit card.

DIRECT DEBIT REQUEST

COMPANY NAME: Royal Melbourne Yacht Squadron
 ADDRESS: PO Box 2001, St Kilda West, VIC 3182
 CONTACT DETAILS: 03 9534 0227

“You”

request and authorise **Royal Melbourne Yacht Squadron, 50446** to arrange, through its own financial institution, a debit to Your nominated account any amount **Royal Melbourne Yacht Squadron**, has deemed payable by You.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from Your account held at the financial institution You have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Acknowledgment

I hereby authorise Royal Melbourne Yacht Squadron (“RMYS”) to debit my credit card described below for amounts outstanding on my RMYS account.

All debits will be processed on or about the 15th of each month after the reporting date of the monthly RMYS Statement. This authority continues until it is cancelled by written advice by me or by RMYS, subject to the provisions below. Payments by monthly instalments do not entitle members to pro-rata membership. I understand that I am liable for the balance of my membership account fees should I cancel my membership before the end of the membership year. I agree that the balance of my membership fee and any other outstanding amounts will be debited from my account should I cease to be a member. This authority may be cancelled by me when the membership fees are fully paid or I have made other arrangements in writing with RMYS.

By signing and/or providing us with a valid instruction in respect to Your Direct Debit Request, You have understood and agreed to the terms and conditions governing the debit arrangements between You and Royal Melbourne Yacht Squadron as set out in this Request and in Your Direct Debit Request Service Agreement

DIRECT DEBIT REQUEST SERVICE AGREEMENT

COMPANY NAME: Royal Melbourne Yacht Squadron
 ADDRESS: PO Box 2001, St Kilda West, VIC 3182
 CONTACT DETAILS: 03 9534 0227

This is Your Direct Debit Service Agreement with **Royal Melbourne Yacht Squadron ABN 64 006 124 867**. 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.

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 Direct Debit Request between us and You.

us or **we** means Royal Melbourne Yacht Squadron, (the Debit User) You have authorised by requesting a Direct Debit Request.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Your financial institution means the financial institution nominated by You on the DDR at which the account is maintained.

1. Debiting Your account

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, You have authorised us to arrange for funds to be debited from Your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and You.
 - 1.2 We will only arrange for funds to be debited from Your account as authorised in the Direct Debit Request.
- Or
- We will only arrange for funds to be debited from Your account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your account on the following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.

2. Amendments by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

3. Amendments by You

You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days notification by writing to:

Or

by telephoning us on **03 9534 0227** during business hours;

Or

arranging it through Your own financial institution, which is required to act promptly on Your instructions.

Note: in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising us **Royal Melbourne Yacht Squadron of Your new account details.*

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in Your account to meet a debit payment:
 - (a) You may be charged a fee and/ or interest by Your financial institution;
 - (b) You may also incur fees or charges imposed or incurred by us; and
 - (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that we can process the debit payment.
- 4.3 You should check Your account statement to verify that the amounts debited from Your account are correct

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your account, You should notify us directly on **03 9534 0227** and confirm that notice in writing with us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.
- 5.2 If we conclude as a result of our investigations that Your account has been incorrectly debited we will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that Your account has not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with Your financial institution whether direct debiting is available from Your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) Your account details which You have provided to us are correct by checking them against a recent account statement; and
- (c) with Your financial institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

7. Confidentiality

- 7.1 We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about You:
- (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If You wish to notify us in writing about anything relating to this agreement, You should write to **Royal Melbourne Yacht Squadron, PO Box 2001, St Kilda West, VIC, 3182**.
- 8.2 We will notify You by sending a notice in the ordinary post to the address You have given us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

Accounts and Credit Policy

These Squadron rules and policies are made under clause 19.4 of the RMYS Constitution.

1. MEMBER'S ACCOUNTS.

Members are issued a monthly statement ("the Statement") to the end of each month detailing the transactions and the amount outstanding on their Squadron account. The Statement may be sent by post or email or delivered personally to the Member at the last known contact details supplied by the Member.

2. CREDIT TERMS

Members must pay any monies owing within 30 days of the Statement reporting date. A Member's account is 'in arrears' if the Statement amount has not been paid in full within 30 days of the Statement reporting date.

3. PAYMENT OPTIONS.

Members may pay their accounts by bank transfer, cheque, credit card, debit card, cash or EFTPOS. Members must identify the payment with their membership number or full name when paying by bank transfer. Credit card payments can also be transacted via the Squadron website: www.rmys.com.au. A Member remains liable for any amount until the funds are remitted by a bank or credit provider and are cleared.

4. FOOD AND BEVERAGE

The Squadron may provide Members with the facility for charging their food and beverage purchases from the Squadron's caterer to the Member's Squadron account. The Member's "fob" is used to charge the account via the Point of Sale system (POS). To activate this facility a Member must provide a signed credit/debit card authority. The monthly limit on this facility is \$200. Notification in writing is required to increase this limit. The Squadron may discontinue this facility for all or any Member at any time.

5. CREDIT/DEBIT CARD AUTHORITY

A Member may provide the Squadron with a general ongoing credit/debit card authority for payment of all expenses charged to the Member's Squadron account. The credit/debit card will be debited on the fifteenth day of the month after the Statement reporting date.

6. MEMBERSHIP FEES

Members will be invoiced monthly for the current month's fees.

Members can choose to pay monthly by automatic credit card payment and payment by direct debit or pay membership in full.

6. CREDIT CARD FEES, GST AND PAYMENT PRIORITY

A non-payment fee of \$10 will apply to any credit card transaction that is declined for any reason. The Squadron imposes a surcharge (currently 3.41%) to American Express Card transactions. GST tax invoices will be issued on request. Account payments will be credited against the oldest outstanding items first.

7. ACCOUNT QUERIES

Members are encouraged to contact the Squadrons office staff in person, by telephone, email or written correspondence to clarify or resolve any queries regarding their Statement.

8. PERSONAL FINANCIAL HARDSHIP

Members are strongly encouraged to contact the General Manager if they suffer from circumstances of personal hardship that may mean that their account will fall into arrears. The General Manager will seek to work with the Member to assist the Member where reasonably possible. The General Manager has discretion to delay or suspend some payments due to the Squadron by written agreement. Any arrangement agreed remains confidential to the General Manager and the Commodore or the Commodore's nominee unless there is default under that agreement.

Do not wait until your Membership has been cancelled and your personal credit rating is affected.

9. RESOLUTION OF DISPUTES

A Member may refer a dispute regarding any amount or Statement to the General Manager. The General Manager must refer the matter to the Committee if requested by the Member if the matter is not satisfactorily resolved within a reasonable time.

10. ARREARS AND DEFAULT - CONSTITUTION

The Squadron's Constitution provides that:

"A Member who owes monies to the Squadron, may be prohibited by the Committee from all rights and privileges of membership after one month's notice of the default has been sent to the Member. The Committee may reinstate the member on payment of all arrears, interest, fines and other charges" (clause 12.3).

"The Committee may also:

- ☐ *impose interest and accounting charges on late payments;*
- ☐ *impose fines and any other disciplinary action on any Member who is in default or is persistently in default."* (clause 12.4).

11. ARREARS AND DEFAULT - POLICY

A Member with an account in arrears beyond 60 days of the Statement reporting date:

- may have their key fob disabled;
- may not be able to obtain any credit from the Squadron;
- may be disqualified from racing without further notice as per 1.5(b) of the RMYS Sailing Instructions.

A Member with an account in arrears beyond 90 days after the Statement reporting date:

- may be reported to the credit reference bureau with which the Squadron is a member;
- may have their membership suspended; and will not to be provided with any credit or services unless special written arrangement is made with the General Manager.

12. SALE OF MEMBERS GOODS

The Squadron is authorized by the Member to sell any of the Member's goods (including boats) on the Squadron's premises or within its area of management or control or in its custody; in the name of the Member or in the name of the Squadron, where:

- ☐ the Member's account is in arrears beyond a Statement reporting date by more than 120 days;
- ☐ at least 3 statements have been sent to the last known address or communication address of the Member over a period of not less than 50 days;
- ☐ the Member has been notified in writing that:
 - the specified goods will be sold if all the moneys owing to the Squadron are not paid within 14 days or any other specified longer period; and
 - the amount of all moneys owing to the Squadron at the date of the notice; and
- ☐ the Member does not pay that amount (and any accruing amount specified in the notice) in that time.

The proceeds of any sale must be applied in the following order to:

- the costs of any sale;

- any known charges against the goods;
- the amounts owing to the Squadron;
- any person who is apparently owed amounts for goods or services supplied to or in connection with the goods;
- the credit of the Member's account or to the Member.

The Squadron may do anything reasonable in relation to a sale including advertising, repairing and refurbishing the goods, taking and giving custody or possession, allowing access to the goods by third parties, relocating the goods, and signing a sale contract and any ancillary documents in the name of the Member or in the name of the Squadron. The Squadron may also dispose of the goods where they have no or little net value.

13. IMPLEMENTATION

This policy can only be implemented by the General Committee. The General Manager **must** refer a Member with an account in arrears beyond 120 days from the Statement reporting date to the Committee unless an agreed Member's personal financial hardship plan has been agreed and signed. Any recovery costs incurred on any outstanding statement must be reimbursed by the Member. A Member cannot rejoin the Squadron until all monies owing to Squadron have been paid.

RMYS Committee

Accounts and Credit Policy - September 2013

ROYAL MELBOURNE YACHT SQUADRON

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