



## MEMBERSHIP TERMS AND CONDITIONS – for all members

**Multi-Site Membership:** I understand that if I have purchased a membership that allows access into other North Canterbury Sport & Recreation Trust Fitness Centres this agreement covers all of those sites and the same obligations apply.

**Age restriction:** The minimum age for joining any of the North Canterbury Sport & Recreation Trust Fitness Centres is 14 years. If I am under the age of 18 years on joining I must have a parent or guardian present to co-sign this agreement for my membership. The parent or guardian will be liable for outstanding debts of a member under the age of 18 years old.

**Payment Up-Front:** I understand that if I have selected a fixed term membership I will pay the membership fees in one lump sum at the time of joining including my key tag.

If I choose to pay an upfront lump sum membership fee and I want to cancel early, I understand I am not entitled to a refund for the remainder of my membership.

**Direct debit Membership:** I understand that by choosing to pay via Direct Debit from my bank account I am committing to a minimum term of 2 months, 1 month membership with a 4 week cancellation period. During my membership I agree I will pay the fee on time, regardless of the number of times I attend the gym. After the 1st month unless cancellation notice is given in writing the membership payments will continue.

It is my responsibility to ensure cleared funds are available in my nominated bank account to meet the direct debit payment. If a debit is returned unpaid by my financial institution, I will be responsible for payment of the debit plus dishonoured fees and administrative costs incurred by Ezidebit. If I have a failed payment, NCSRT will debit both the next due payment and any overdue amounts.

I understand that if I have outstanding debts, NCSRT will continue to debit my nominated account without notice, until NCSRT has received the total amount I owe. NCSRT will make reasonable efforts to contact me and discuss this situation beforehand.

I understand and acknowledge that if I fail to make payment of my outstanding debts within a reasonable time, NCSRT may use a collection agency for recovery of funds plus reasonable expenses incurred in the recovery of the debt. This may affect my credit rating. The NCSRT Facility reserves the right to exclude me from all Facilities until arrears are recovered.

**Lost Payment Card:** I understand that if a card used for payments is lost or stolen, it is my responsibility to contact NCSRT to update my payment details to avoid late payment fees.

**Membership Key Tag:** All Members must purchase a key tag upon joining a membership. I understand that membership key tags are for the exclusive use of the associated member only. Unauthorised use or lending of a card to another or letting a member in whose access card is not working is not permitted; a fine of \$75 will apply for the misuse of a member's key tag. There is a \$20 fee for a replacement membership key tag.

**Membership Cancellation:** I understand I can only cancel my membership if all payments and fees are paid up to date – including my 4-weeks notice period. If there are outstanding amounts owing I authorise NCSRT to deduct the balance owing by direct debit prior to cancellation.

**Membership On Hold:** All memberships can be paused for a maximum 4 weeks per year. If it is for an injury or illness I understand that I must supply a medical certificate as proof so that NCSRT can put my membership on hold for as long as the certificate states. It is my responsibility to be aware of when debits will resume after the hold period has ended.

**Guests:** I understand that members must not permit any other person to enter our Facilities whether a member or not. A breach of this clause will result in the payment of a fine of \$75.00, which is a reasonable estimate of the damage suffered by NCSRT because of this breach. Members will be automatically charged this amount using the payment details provided and NCSRT may immediately cancel or suspend Membership at its absolute discretion. I understand members must not allow other people/members to use my access key tag. If I do, my Membership may be cancelled or suspended. In addition, my Membership card may be deactivated and a fee will be charged to reactivate the tag and the fine charged to my account.

**Casuals Visitors:** Must sign a casual waiver before using our Fitness Centres or our Sauna, and Casuals can only be on in our facilities during staffed hours.

**Children in the Gym Area:** Under no circumstances are Members permitted to bring children into the Fitness Centre unless in the supervised child play area or child NCSRT activities. Nor are members permitted to leave children unattended in the Gym/Café area.

**Video Surveillance:** For security purposes, NCSRT use video surveillance equipment to monitor its Facilities. By signing a Membership Agreement, I acknowledge that by accessing our Facilities, I will be subject to video surveillance and recording that will be used for security purposes. Video surveillance is limited to the floor area and entrances only and is not within the walls of the bathrooms or any changing areas. NCSRT acknowledges that it will not use any surveillance obtained pursuant to this clause for any purpose other than for the purposes of this Agreement.

**Photography and Filming:** For privacy reasons, photography and filming are not allowed anywhere in NCSRT Facilities without written permission from the Facility manager. I understand I must not take photos or videos of other Members at a Facility without their permission. This includes social media.

NCSRT holds the right to film and photograph in the facility for the purpose of promotional material. I understand that if this takes place whilst I am in the facility I will be notified.

**Liability for Property:** I understand that NCSRT is not liable to me for any personal property that is damaged, lost, or stolen while in or around a Facility including, but not limited to, a vehicle or its contents or any property left in an open locker. If I or a guest cause damage to our facility or any equipment, I understand I will be liable to the Facility for its cost of repair or replacement.

**Drugs and Alcohol:** Use of drugs and alcohol on NCSRT Facility grounds or accessing an NCSRT Facility while under the influence of drugs or alcohol, is strictly prohibited. I understand that any member found or suspected to be using an NCSRT Facility while under the influence of drugs or alcohol may be asked to leave the premises and have their membership terminated effective immediately and/or authorities notified.

#### ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS

I assume all risks of injury and waive the rights to pursue money damages or any other relief of any kind because of anything occurring at or near the Fitness Center's location or any other NCSRT location. NCSRT will maintain equipment and the building via regular equipment checks and building maintenance checks to keep training areas and equipment safe. I understand and agree that the Fitness Centers are unstaffed during certain hours and no employee is on site to help me use the equipment. I acknowledge there is a possible danger connected with any physical activity and knowingly and voluntarily waive my right to make a legal or equitable claim of any sort against the NCSRT.

I have read the above terms and conditions and by signing this agree to abide by these rules.

Name: *(please print)* \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Signature: \_\_\_\_\_

#### Parent / Legal Guardian (Member under age of 18)

I am the parent / legal guardian of \_\_\_\_\_. I have read this agreement and consent to \_\_\_\_\_ entering into this agreement. In consideration of the Fitness Centre accepting \_\_\_\_\_ as a member, I accept responsibility for the obligations of \_\_\_\_\_ under this agreement (including payment of any fees payable under this agreement) if these are not enforceable against \_\_\_\_\_ because of his/her age or lack of capacity or if the member does not have sufficient financial resources to cover his or her obligations under this agreement.

Parent / Guardian Name *(Please Print)* \_\_\_\_\_

Signed \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_

