

# CLUB KELBURN DIRECT DEBIT MEMBERSHIP TERMS AND CONDITIONS

## PLEASE READ CAREFULLY

*This Membership Agreement is between the Member (you) and Club Kelburn (we, us).*

### 1.0 USE OF THE FITNESS FACILITIES

- 1.1 Your membership gives you the right to use the fitness facilities at Club Kelburn during normal opening hours on the terms of this Agreement (conditional on your type of membership i.e. "Gym" or "Squash & Gym"). It does not cover additional costs like food or drink, special classes or personal training, which you must pay for separately.
- 1.2 We will take all reasonable care to ensure that facilities are available during normal opening hours, but at times circumstances beyond our control may mean that equipment or services are unavailable.
  - 1.2.1 Club Kelburn operates on reduced hours during public holidays.
- 1.3 Members of the Gym **MUST SWIPE** their ID cards on every occasion at reception when entering the facility. Failure to do so may result in your membership being terminated.
- 1.4 Members who lend their ID card to another person for use, may have their membership suspended and/or terminated.
- 1.5 Appropriate clothing and footwear must be worn when in the facility and non-marking shoes must be worn when playing Squash.

### 2.0 FEES AND PAYMENTS

- 2.1 You agree to make all payments outlined in your contract.
- 2.2 Payments will continue until you advise us of your cancellation of this agreement by completing and returning the cancellation form available from reception or our website (including a 7-day notice period).
- 2.3 You must continue paying even if you do not use the facilities.
- 2.4 Within each 12-month period the rate may be adjusted once by Club Kelburn. You will receive at least 30 days' notice of any change in writing, which may be by email.

### 3.0 RULES AND PROCEDURES

- 3.1 You must comply with Club Kelburn's rules and guidelines at all times while using the facilities. These rules and guidelines may change from time to time. Rules and guidelines can be viewed on each level of the facilities.
- 3.2 You must not carry out any illegal acts on Club Kelburn premises
- 3.3 You must comply with all health and safety requirements.
- 3.4 You must respect staff and other users.
- 3.5 Photography is not permitted within the facility without permission from Club Kelburn staff.
- 3.6 Fitness facilities are for personal use only. You must not provide training to a third party (members or otherwise) within the facilities.

### 4.0 TERMINATIONS, HOLDS AND TRANSFERS

- 4.1 **Termination by you:** You may cancel your membership at any time by completing a cancellation form from Club Kelburn. There is a 7-day notice period for cancellations. Confirmation of cancellation will be sent to you within 7 days of submitting your cancellation request. Please note Direct Debit payments are in arrears, so you may have one to two payments remaining once you have submitted your cancellation form.
- 4.2 **Termination by us:** We may terminate your membership immediately if you carry out any activity that is illegal, offensive, dangerous to other people or to you, or if you act in serious breach of facility rules. If we terminate because of your actions, we will not be liable to you in any way.
- 4.3 In the event your membership is terminated, it is at the University's sole discretion, taking into consideration the circumstances for termination, as to whether any refund of unused membership will be refunded to you.
- 4.4 **Membership hold:** You can suspend your membership for a minimum of 4 weeks and a maximum of 16 weeks during each 12-month period of your membership. When the stated hold period or maximum 16 weeks has passed, the membership will automatically be restarted.
  - 4.4.1. We require 3 business days' notice on all suspension requests. It is your responsibility to check that payments have stopped; we will not be responsible for more than two weeks payment if we have not correctly stopped a payment.
- 4.5 **Membership transfer:** Memberships may be transferred at a transfer fee of \$50.

### 5.0 GENERAL

- 5.1 Your copy of this agreement can be found on our website.
- 5.2 You may have other rights under the Consumer Guarantees Act or other consumer law.
- 5.2 It is your responsibility to use the fitness facilities safely and to take care of your own property. Personal injury by accident in New Zealand is covered by the Accident Compensation Act.
- 5.3 It is your responsibility to ensure you are fit to engage in physical activity and have notified us of any medical conditions that may impact your ability to exercise safely.
- 5.4 The University reserves the right to remove members from any Recreation facilities or cancel their membership if any of these rules or any Victoria University of Wellington policy (including but not limited to Staff or Student Conduct Policies) are breached.
- 5.5 The car parks are only for members when you are using the facilities, tennis courts or walking on town belt land.

### 6.0 AGE POLICY

- 6.1 We value our younger members, our age limit is 13.  
*Any persons under 16 years of age*
- 6.2 Pre- Screen: the person's parent/legal guardian must complete a pre-screening form, if there are ANY issues on the pre-screening form, the form must be reviewed by an appropriately qualified person to determine the individual's suitability to exercise, along with/or any restrictions on their activities and/or obtain medical clearance from a relevant medical professional before proceeding further
- 6.3 Payments: a gym membership must be paid up-front (no direct debit contracts are undertaken with minors), however in the case that the parent/legal guardian wishes to set up a direct debit as a guarantor on behalf of the member, then the parent/legal guardian must complete the direct debit Guarantor form.