

Selwyn District Council – Standard Membership Terms and Conditions

1. General

- 1.1 In these terms and conditions, '**you**' means the person named in the membership application form and '**we**', '**us**' or '**our**' means Selwyn District Council.

2. Facilities

- 2.1 We agree to make the facilities identified in your membership application form (facilities) available to you on the following terms and conditions.

3. Membership

- 3.1 Memberships may be either:

(a) Open Term - your membership will continue until we or you end it in accordance with these terms. You must pay your membership fees in advance by direct debit, at the frequency set out in your membership application form.

(b) Minimum Term - your membership will have a minimum term, as specified in your membership application form. After the end of the minimum term, your membership will continue until we or you end it in accordance with these terms and conditions. You must pay your membership fees in advance by direct debit, at the frequency set out in your membership application form.

(c) Fixed Term - your membership will continue for a fixed term, as specified in your membership application form. At the end of the fixed term your membership will automatically expire. Membership fees must be paid in advance by cash, EFTPOS or credit card or by direct debit at the frequency set out in your membership application form.

(d) Flexi (Concession) pass - your concession pass sessions will expire 24 months after the date of purchase. At the end of this date your flexi pass sessions will automatically expire. Any unused sessions after expiry are non-refundable. Flexi pass sessions must be paid in advance by cash, EFTPOS or credit card.

4. Commencement of membership

- 4.1 Your membership will commence on the first payment of the fees (or any other agreed start-date) and continue until the end of the fixed term (for fixed-term contracts) or until cancelled or terminated under these terms and conditions (for open term and minimum term contracts).

5. Cancellation by member

- 5.1 You may end your membership by giving your centre 10 days written notice. If your membership is an open-term or minimum-term membership, it will be cancelled from the next payment due date after the 10 day period expires. If your membership is a fixed-term membership, it will end at the expiry of the 10 day period.

- 5.2 For fixed term or minimum term memberships, cancellation during your fixed term or minimum term (as applicable) will incur a fee as follows:

(a) a cancellation fee of \$25.00 for a membership with 30 days or less remaining on the membership,

(b) a cancellation fee of \$80.00 for a membership with 30-180 days remaining on the membership term, or

(c) a cancellation fee of \$150.00 for a membership with more than 180 days remaining on the membership term.

No additional administration fee will be charged.

- 5.3 With management discretionary approval, you may cancel without penalty for reason of diagnosed illness preventing your use of the facilities. We may require you to provide us with a medical certificate confirming the diagnosis.

6. Access

- 6.1 Access will vary depending on the type of membership purchased. Memberships are either single facility (and may be limited to a single function within the facility) or multi facility. A full list of centres accessible with each membership type is available on our website.

7. Minimum age

- 7.1 For health and safety reasons, the minimum age for a standard gym membership is 16 years old.
- 7.2 All applicants aged 16 to 17 years must sign up with a parent or guardian and the membership form and direct debit consent form must be signed by a parent or guardian.
- 7.3 Age restrictions may apply to some equipment and group classes.

8. Transfers

- 8.1 You cannot transfer your membership to anyone else.

9. Suspensions

- 9.1 You can suspend your membership twice per year (including the Christmas Period) for a minimum period of two weeks and a maximum period of 60 days by giving us at least 10 days' notice in writing. An administration fee will apply. Suspended memberships will resume at the agreed date without further notification.

10. Member contact information and Privacy

- 10.1 You must provide us correct contact information and keep that information up to date at all times (name, phone number(s), postal address, email address, emergency contact numbers).
- 10.2 All personal information that we collect about you will be held by us in accordance with The Privacy Act 2020.
- 10.3 We will only use that information for purposes required for the operation of the Facilities, including administration of your account, and for marketing purposes. We will take all reasonable precautions to protect your privacy. You have the right to access and request correction of any personal information we hold about you at any time.

11. Medical

11.1 You must ensure you are fit and healthy enough to undertake your chosen activities and get your doctor's prior approval if you are pregnant or you suffer at any time from any medical or health condition (including any heart condition or injury).

11.2 You must notify us of any health conditions existing or arising and provide any other health information or medical certificate on request. We may require you to undergo a fitness consultation or induction.

11.3 At our discretion, we may require that the PAR-Q is completed at any time during your membership.

12. Our services

12.1 We provide you with high quality facilities and services, but certain constraints apply:

(a) Facilities are available during opening hours on a first-come-first-served basis, subject to any applicable charges for special services or classes and to booking requirements.

(b) Particular equipment or classes may not always be available or may be periodic or seasonal. We reserve the right to restrict or change equipment or services at any time.

(c) We may at any point restrict access to certain facilities or activities for health and safety reasons.

13. Opening times

13.1 Hours of operation are subject to change. We may close for statutory holidays, special events, maintenance work or other holidays and you are not entitled to any fees refund for such closures.

13.2 See the facility notice boards, our website or social media pages for updates. We are not liable for any closures or limitation in services caused by events beyond our reasonable control.

14. Membership cards

14.1 Your membership access card is for personal use only. You must present your membership card on entry to the facilities and on request by any member of our staff.

14.2 We reserve the right to terminate your membership if your membership card is used by someone else or if you gain access to the facility without using your card. You must tell us immediately if you lose or damage your card. You will be charged a replacement fee for any replacement card provided.

14.3 If you lose your membership access card, you will be required to pay a replacement fee to obtain a new card.

15. Conduct

15.1 You must comply with any rules as displayed on-site or on our website and with the instructions of our staff, and:

(a) only use the equipment and facilities in a safe and sensible manner (including wearing appropriate footwear etc.)

- (b) be courteous, considerate and respectful of our staff, other members and members of the public using the facilities. Unlawful, disruptive, dangerous or offensive actions will not be tolerated.
- (c) maintain appropriate standards of dress and hygiene
- (d) not engage in any unauthorised commercial activity
- (e) not carry out any illegal acts on the premises
- (f) comply with all our health and safety requirements, including any instructions or directions given to you by our staff.

15.2 We reserve the right to require you to leave the premises immediately if you carry out any activity which we consider to be dangerous, offensive or in breach of any health and safety requirement (whether it is documented or not).

16. Independent specialists

16.1 Independent personal trainers, coaches, physiotherapists and other consultants providing services at the facilities are not our employees or agents. The use of their services is between you and them (including payment terms). We are not liable or responsible for their activities.

16.2 All independent specialists must have written permission from the centre manager to conduct business in and around the facilities.

17. Fees

17.1 You must pay all applicable fees, charges and expenses, and GST as applicable, for the term of your membership. Our fees, including administration fees and card replacement fees, are published on our website.

17.2 We may charge interest on all overdue fees and amounts at the rate of 5 per cent per annum and you must reimburse us for all our reasonably incurred recovery costs. You are not entitled to any refund if you don't use your membership. Your membership does not cover food, drinks, special classes or the services of a personal trainer.

18. Changes to fees

18.1 If we decide to change our fees, we will give you 30 days prior notice (either by post, email or publication at the Facilities or on our website).

18.2 If you are not happy with the change in fees, you may cancel your membership as set out in clause 5 above at any time before the change in fees takes effect. If you terminate your membership under this clause, we will not charge you a cancellation or administration fee.

19. Direct debits

19.1 Direct debits may be administered by us or by a third party appointed by us. We will provide you with the respective direct debit form to complete when you sign up. The direct debit facility will be used for payment of all fees and amounts owed by you as they become due.

19.2 If a direct debit cannot be processed (e.g., because of insufficient funds or changes to your bank account), we or our agent, may charge an administration fee.

- 19.3 If you cancel the direct debit facility, or a direct debit cannot be processed for two successive payment dates, we may terminate your membership by providing you with written notice of termination.
- 19.4 After one missed payment we may suspend your membership until a payment plan is in place. To rejoin as a member or end any suspension due to non-payment of fees, you must pay all amounts owing plus any applicable joining or administration fees.
- 19.5 You are required to submit the completed direct debit forms and any associated forms before the commencement date of your membership.
- 19.6 If your payment date falls on a public holiday, the payment may be taken out of your account on the next working day.

20. Termination

- 20.1 We may terminate your membership immediately if you materially breach any of these terms and conditions. You are not entitled to a refund in that case.
- 20.2 In the event your membership is terminated due to a non-payment of fees and there is an agreed minimum term the following cancellation charges will be added to your final invoice:
- (a) a cancellation fee of \$25.00 for a membership with 30 days or less remaining on the membership,
 - (b) a cancellation fee of \$80.00 for a membership with 30-180 days remaining on the membership term, or
 - (c) a cancellation fee of \$150.00 for a membership with more than 180 days remaining on the membership term.
- 20.3 In the event your membership is terminated due to non-payment of fees, your account may be sent to a debt collection agency for recovery. Any recovery costs will be added to your outstanding account balance that is payable to the agency.

21. Our liability

- 21.1 Use of the facilities is entirely at your own risk, and you are responsible for your property when you use the Facilities. Without limiting your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, neither Selwyn District Council nor any of our staff, employees or contractors are liable for any loss, damage or physical or mental injury arising out of or in connection with your use of the Facilities except to the extent that we have caused or contributed to such loss or damage.
- 21.2 In the event we are liable to you for any reason, our liability to you is limited to a maximum amount equal to the value of the fees paid by you in any 12-month period.
- 21.3 Personal injury in New Zealand is covered by the Accident Compensation Act 2001.

22. Your liability

- 22.1 You indemnify us in respect of all costs (including legal costs), losses, damage and expenses suffered or incurred by us and any other person claiming through us as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of you in relation to your use of the Facilities and exercise of your rights under

these Terms and Conditions. This indemnity survives the termination or cancellation of this Agreement.

23. Variations to terms and conditions

- 23.1 We may amend or change these terms and conditions from time to time. Any such changes will be published on our website.
- 23.2 If you are not happy with the change to these terms and conditions you may cancel your membership as set out in clause 5 above within 20 days of publication of such change. If you cancel your membership under this clause, we will not charge you a cancellation or administration fee.

24. Assignment

- 24.1 We may assign or transfer any of our rights or obligations relating to your membership to a third party at any time.

25. Publicity

- 25.1 We may take general photographs or videos of the facilities at any time. If you appear in those photographs or videos, you agree that we may use them for marketing and promotional purposes and that you have no rights or copyright in the material. You release us, the photographer or filmmaker and each of their licensees and from any and all claims and demands in connection with the material or its future use.