



**RECREATION CENTRE MEMBERSHIP AGREEMENT**

This agreement is for Membership giving access to the Health & Fitness Studio, Group Fitness programme and Sports Hall ("the Facilities") of the Massey University Albany Recreation Centre, being a trading name of a business owned and operated by Massey University ("the Centre").

**MEMBER DETAILS:**

Surname/Family Name: ..... First Name(s): .....

Address: ..... Post Code: .....

Phone numbers: .....(mobile) .....(home) .....(work)

Date of Birth: ..... Email Address: .....

**OPT IN FOR EMAIL COMMUNICATIONS:** In order for us to keep you informed of upcoming events, special offers on products, etc. we would like to be able to contact you via email. Please indicate below whether or not you wish to be contacted by ticking the appropriate box.  I wish to receive information  I do not wish to receive information

**MEMBERSHIP TERM AND PAYMENTS INFORMATION:**

Term: ..... (months) Term Start Date: ..... Term End Date: .....

**MEMBERSHIP FEES AND CHARGES:**

**Note:** The Centre offers two payment options - tick and complete the chosen option below. Note that payment by instalments requires the Member to enter into a separate agreement with DebitSuccess Limited ("DebitSuccess"), and is subject to additional fees and charges as set out in that DebitSuccess agreement (a copy of which is to be completed and attached to this Agreement if choosing option 2).

**Option 1:** Payment by lump sum cash payment for full term upon commencement \$..... (including GST)

**Option 2:** Payment by regular instalments (using either Direct Debits or Credit Card payments) of \$....., per month (including GST). **NOTE:** Equivalent to \$..... for full term.

Please Note that Option 2 costs more than Option 1 due to fees and costs to the Centre for administration of the instalment arrangements.

Note also that the above fee for Option 2 does not include additional charges which the Member may also be required to pay directly to DebitSuccess under any applicable DebitSuccess contract. Please refer to the Debit Success terms for specific details of all such possible charges.

**MEMBERSHIP TYPE: (tick which one applies):**

- Massey University Student Student ID.....  Community
- Non Massey Student Institution.....  Other - Details: .....
- Massey University Staff Member Staff ID Number: .....

**ACCEPTANCE BY MEMBER:**

By signing below, I confirm that I wish to become a member of the Centre for the term, and that, in consideration of membership attached. I acknowledge that this Agreement shall not be binding until it has been signed by an authorised person of the Centre (and if applicable, until instalment arrangements have been agreed with DebitSuccess).

Signature: ..... Full Name: ..... Date: .....

**OFFICE USE ONLY:**

**Signed for and on behalf of the Centre by:**

Name: ..... Signature: ..... Date: .....

PLEASE TURN OVER

Massey University Recreation Centre

Private Bag 102904, North Shore Mail Centre, Auckland 0745 T +64 9 414 0844 F +64 9 414 0845 www.albanyrecreation.ac.nz

## Terms and Conditions of Recreation Centre Membership

### 1. Medical and Health Acknowledgements and Consents:

- 1.1 In signing this form I confirm that to the best of my knowledge I suffer from no physical, medical or mental condition which may be significantly aggravated by my proper and reasonable use of the Facilities.
- 1.2 I understand that I should consult a doctor before taking part in any exercise programme, and that I will follow any instructions or advice given to me by them."
- 1.3 I consent to receive medical treatment in the case of injury or illness which I may suffer connected with my use of the Facilities and indemnify to the extent permitted at law the Centre (including its contractors) against any claims or expenses howsoever in respect of such treatment.

### 2. Acceptance of Risks, Exclusions of Liability and Indemnity:

- 2.1 I acknowledge that use of the Facilities involves risk of injury and/or illness and/or damage to or loss of personal property and I agree, to the extent permitted at law, that by using the Facilities I personally undertake to protect my safety and that of others. I will also follow reasonable instructions to ensure my safety and that of others. The Centre shall not be liable to me for any direct, indirect or consequential liability, claims, losses, damages, or expenses whatsoever and howsoever arising ("losses") in relation to the risks set out above, except to the extent the Centre is liable under applicable law for losses caused by the Centre or any of its personnel's gross negligence, breach of this Agreement, or breach of any applicable law. Nothing in this clause is intended to have the effect of contracting out of the Health and Safety at Work Act 2015 or the Consumer Guarantees Act 1993 except to the extent permitted by either of those Acts, and this clause only applies to the extent permitted by law.

### 3. Collection & Use of Personal Information and Privacy Act:

- 3.1 I agree to the Centre collecting, holding, using and disclosing my personal information for the purposes of this Agreement (including, without limitation, disclosing to DebitSuccess). I acknowledge that I have a right under the Privacy Act 1993 to access and request correction of any personal information held by the Centre in relation to me.

### 4. Termination and/or Suspension of Membership:

- 4.1 I accept that the Centre may, act reasonably, and by providing me with reasonable notice, close (either temporarily or permanently), relocate or redevelop the Facilities and that my membership may be terminated or suspended. In such circumstances, if the change made by the Centre causes me detriment, I may, by providing at least 30 days' written notice to the Centre, terminate my membership, in which case clauses 4.4 and 4.5 will apply.
- 4.2 I agree that the Centre may, acting reasonably, and by providing me with reasonable notice, suspend and/or terminate my membership of the Centre and ban me from the Facilities, in which case clauses 4.4 and 4.5 will apply.
- 4.3 I agree that I can only terminate this Agreement by written notice to the Centre under clauses 4.1, 4.2 or 5.1 or if my continued use of the Facilities would be detrimental to my medical, physical or mental condition and I provide evidence of that by way of a valid medical certificate completed by a registered medical practitioner.
- 4.4 If my membership is terminated under clause 4.1 or 4.2 by either myself or the Centre, other than because of my breach of this Agreement, then the Centre will refund to me any part of my membership fee paid in advance for the period remaining of my membership. If my membership is terminated due to my breach of this Agreement, I agree that my membership fee is non-refundable.  
If my membership is suspended by the Centre under clauses 4.1 or 4.2, other than because of my breach of this Agreement, the Centre will refund to me any part of my membership fee paid in advance for the period for which I do not have access to the Facilities. If my membership is suspended due to my breach of this Agreement, I agree that my membership fee is non-refundable. .

### 5. Compliance With All Applicable Rules, Terms and Regulations:

- 5.1 I undertake to comply at all times with the rules of the Centre as amended from time to time. The Centre agrees that, if any change of the rules materially reduces the value of the Facilities to me, I may terminate my membership by providing 30 days' written notice to the Centre, in which case clause 4.4 will apply.
- 5.2 If I am a Massey University staff member then in addition to this Agreement I am subject to my Employment Agreement while I am at the Facilities.
- 5.3 If I am a Massey University student then in addition to this Agreement I am subject to the Massey University student contract and the rules and

regulations of the University while I am at the Facilities.

6. Transfer: I agree that my membership is personal to me and that it is not transferable.
7. Payment of Membership Fees: If I have chosen to pay the Membership Fees by lump sum, I agree to pay the membership fee for the full term of my membership immediately.
  - 7.1 If I have chosen to pay by instalment arrangements (whether using the services of DebitSuccess or by any other arrangement with the Centre), then I will ensure that the fees under this Agreement are paid in accordance with the instalment arrangements. I acknowledge that it is my responsibility to keep my account in funds and to pay all my own bank fees, including any fees which my bank charges if my account is overdrawn because of the deduction or payment of any instalment. If I fail to pay any instalments for any reason (including the failure of any direct debit deductions or credit card payments), in addition to any rights under any applicable DebitSuccess contract, the Centre (and/or DebitSuccess as applicable) may either add the outstanding sum to the next instalment or make additional direct debits or take additional credit card payments to recover the overdue amount, and may also charge their reasonable administration and collection costs.
  - 7.2 I understand that I will not be entitled to enter or use the Facilities and will be required to pay casual fees for use of the Facilities at any time when my membership fee has not been paid up to date.
8. Complete and Accurate Disclosure: I agree that all information given by me to the Centre is truthful, complete and accurate. I also agree to answer any questions asked by the Centre that the Centre deems necessary in relation to my use of the Facilities.
9. Force majeure: Neither party is liable for any failure or delay in performing its obligations under this Agreement by reason of strike, lockouts, industrial action, fire, storm, or other cause beyond its control, provided that this does not include a lack of funds for any reason.
10. Right to Cancel: If I have chosen to pay by instalments, the Credit Contracts and Consumer Finance Act 2003 ("CCCFA") will apply to this contract and give me a right for a short time after the terms of this contract have been disclosed to me to cancel the contract.
  - 10.1 How to Cancel:  
If the CCCFA applies and I want to cancel this contract I must give written notice to the Centre. I must also pay the cash price of any contracted services that have already been performed within 15 working days of the day I give notice.
  - 10.2 Time Limits for Cancellation:  
If the disclosure documents are handed to me directly I must give any notice that I intend to cancel within 3 working days after I receive the documents.  
If the disclosure documents are sent to me by electronic means (for example, e-mail) I must give any notice that I intend to cancel within 5 working days after the electronic communication is sent.  
If the documents are mailed to me, I must give the notice within 7 working days after they were posted.  
Saturdays, Sundays, and national public holidays are not counted as working days.
  - 10.3 What I may have to Pay if I Cancel:  
If I cancel the contract the Centre can charge me the amount of any reasonable expenses the Centre had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc).  
This statement in clause 9 only contains a summary of my rights and obligations in connection with the right to cancel. If there is anything about my rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that I do not understand, if there is a dispute about my rights, or if I think that the Centre is being unreasonable in any way, I understand that I should seek legal advice *immediately*.
11. Entire Agreement: I agree that this Agreement (together with any applicable terms contained in any agreement I enter into with DebitSuccess in relation to payments under this Agreement) is the entire agreement between me and the Centre and supersedes and cancels all previous agreements, understandings and arrangements (whether implied or made expressly).
12. Invalid Clauses: If any part of this Agreement is held to be invalid, unenforceable or illegal for any reason, this Agreement will be deemed to be amended by the addition or deletion of wording necessary to remove the invalid, unenforceable or illegal part, but otherwise to retain the provisions of this Agreement to the maximum extent permissible under applicable law.

Initialled \_\_\_\_\_

### Massey University Recreation Centre

Private Bag 102904, North Shore Mail Centre, Auckland 0745 T +64 9 414 0844 F +64 9 4470517

[www.albanyrecreation.ac.nz](http://www.albanyrecreation.ac.nz)