

These terms and conditions form a legally binding contract between you and the University of Waikato trading as UniRec ("us"). Please read them carefully before signing.

| MINIMUM TERM MEMBERSHIP | | UniRec: | Member: |
|--|---|-------------------------------|----------------------------------|
| This is a minimum term membership. If you do not stop your direct debit at the end of the minimum term, the membership will continue and you must pay membership fees until you cancel your membership in accordance with this Agreement. | | Tick whichever applies: | Initial whichever applies: |
| Minimum Term | I am signing up for a minimum of 6 months | | |
| | I am signing up for a minimum of 12 months | | |
| Direct debit length | I want the direct debit and membership to end at the expiry of the Minimum Term | | |
| | I want the direct debit and membership to continue at the end of the Minimum Term | | |

PAYMENT AUTHORISATION

- We use Links Pay for direct debit payments (DDP).
- You authorise Links Pay to direct debit the amount of \$ _____ per week from your account until all payment obligations under these terms and conditions have been met.(Initial)
- Your first DDP payment is on Thursday _____(Initial) The first payment will be pro-rated and so may be less than the amount set out above. Your first payment is due _____(Initial)
- Please note that we will instruct the bank to deduct the payment when it is due but we cannot control the precise date on which each DDP is deducted from your bank account.....(Initial)
- Our bank transaction fees are included in the membership fee, but you are responsible for any bank transaction fees your bank may charge.
- If a DDP defaults and/or there is a delay in a DDP being debited from your account, the amounts owing will accumulate until the arrears are recovered. If payments continue to default and/or we are unable to access your account to make deductions then we will notify you in writing of this, and 14 days later, unless the arrears have been paid in full or an arrangement for repayment agreed, you may be registered with a debt collection agency. You will be liable for all costs incurred by us, Links Pay, any debt collection agency in collecting any outstanding payments. Out of fairness to other members, we reserve the right to exclude you from all UniRec facilities while your account is in arrears.
- You authorise Links Pay to direct debit any amount that falls due under these terms and conditions in order to bring your account up to date.
- You must inform us in writing of any changes to your account/card details.
- COOLING OFF PERIOD:** You have the right under to the Credit Contracts and Consumer Finance Act 2003 to cancel your DDP immediately without notice within 3 working days after receiving a paper copy of this Agreement on signing, or within 5 working days after receiving a copy by electronic means, or within 7 working days after a copy is posted to you, by providing written notice of cancellation. That written notice can be provided by email to unirec@waikato.ac.nz or delivered to UniRecreception.

I agree to these terms and conditions (above and below)

Name: _____ Signed: _____
Date: _____

GENERAL TERMS AND CONDITIONS

Communicating with each other

- It is important to keep each other up to date.
- When we need to give you notice of something about this Agreement, or communicate with you about the Agreement, we will email you at the address you have provided. We may also write to the address you have provided.
- When you need to give us written notice of something about this Agreement, make a request in writing, or cancel your membership, you can email us at unirec@waikato.ac.nz. Please include your name and other identifying information and a brief description of what you want to do. Alternatively, you can talk to our staff at reception, who can help. They may need you to fill out a form, depending on what you are doing. If in doubt, please feel free to ask us.
- Please also check our notice board and website for information and updates about gym etiquette, programmes, etc.

Cancelling your membership

- You may cancel your membership. To do this you must give us 14 days written notice, pay your membership fees to the end of that notice period, and (if applicable) pay a cancellation fee (see clauses 6 and 7 below).

Cancellation fees

6. There is no cancellation fee after the Minimum Term expires.
7. If you cancel before the Minimum Term expires, you must pay the cancellation fee below unless you cancel: (a) during the Cooling Off Period set out in on the front page of this Agreement; (b) under clause 26 due to changes in our membership terms; or due serious illness or serious injury as evidenced by a medical certificate. The cancellation fee is the smaller of: (a) the membership fees payable for the remainder of your Minimum Term; or (b) \$150.

Changing to paying your membership fees in full

8. You can change from direct debit and pay your membership fees in full. To do this, you need to give us 14 days written notice, sign an Up Front Fixed Term contract for the remainder of your Minimum Term, and pay the fees for the remainder of your Minimum Term (plus any other payments owed by you).

Fees after the end of the Minimum Term

9. We will not increase your fees during the Minimum Term.
10. If your membership continues after the Minimum Term, your fees will remain the same unless we increase them, in which case we will give you 14 days' notice.
11. If we increase the fees, you can cancel your membership with no cancellation fee providing you do so in writing within the 14 days of our notice. Your membership will then end 14 days after you cancel and you only pay fees at the original rate until then. If you do not cancel your membership within 14 days of our notice, the increase will apply from then on.

Paying fees

12. You must pay your membership fee, and any other fees payable, when due.
13. If you are under 18 years of age, a guarantor must sign the Guarantee Form provided by us with this agreement.

Your membership

14. Providing you comply with this Agreement, we will give you all rights and privileges of your membership.
15. You must act lawfully at all times when you are at UniRec. You must also comply with our policies and guidelines and reasonable requirements, including in relation to safety, hygiene, clothing and behaviour.
16. You must present your membership tag upon entry to the Centre.
17. If you are under 16 years of age, you must comply with our youth policy, available at reception and on our website.

Your membership is for personal use only

18. The Centre and your membership is for your personal use only. You must not allow anyone else to use your membership or membership tag or permit anyone else to access our facilities (except in accordance with special offers, e.g. "bring a buddy" offers).
19. You must not provide fitness training (to members or otherwise), or carry on any business, within the Centre.

When we can cancel your membership

20. We may cancel your membership if:
 - a. you fail to make any payments of your membership fees;
 - b. we consider (in our reasonable opinion) you are engaging in inappropriate or illegal activity in the Centre;
 - c. you fail to follow any of the policies, rules or our directions;
 - d. you breach any part of this Agreement, we advise you of that breach, and you do not fix the breach promptly (if it is capable of being fixed); and/or
 - e. your conduct is in our reasonable opinion improper or harmful to us or our members.

We would not exercise this right for a minor breach unless it is repeated and you have not stopped when asked. We will usually carry out a reasonable consultation process for cancellation as above, including firstly advising you in writing (by email) of the intention and giving you a reasonable opportunity to remedy the situation. However, for safety reasons, if we consider it necessary for the health, safety or welfare of our staff and/or other members, we may cancel your membership immediately without consultation or exclude you until we have completed the consultation process. We will notify you of any such cancellation or exclusion.

Putting your membership on hold

21. You can apply to put your membership on hold, providing you have more than one month remaining on your Minimum Term at the beginning of the on hold period.
22. On hold requests must include your name and membership number, the period during which the request applies, and a brief reason for the request. Alternatively, you can complete an On Hold Request form, which is available at our reception.
 - a. There is no fee for an on hold request.
 - b. Memberships can be put on hold for a minimum period of 14 days. We will consider more than one request in each year providing they don't exceed 60 days in total in any 12-month period.
 - c. The number of days of the on hold period will be added to the Minimum Term.
 - d. You will not pay any membership fees for the on hold period.
 - e. We will not unreasonably decline any on hold request.

Transferring your membership to another person

23. You may apply to transfer your membership to another person, providing you have more than one month remaining on your membership, by sending a "transfer request" to us including your name and membership number, and a brief reason for the request. Alternatively, you can complete a Membership Transfer Request form (available at reception).
 - a. If your transfer request is accepted there is a \$50 transfer fee to process the change of member.
 - b. Before the transfer can be processed the new member must complete a new membership form, a Links Pay form if relevant, and signed the current membership agreement.

- c. The terms of your membership (including any changes made up to that date) will be transferred to the new member. However, if your contract is a reduced rate membership fee (students, staff, Alumni) and the new member is not personally eligible for that reduced rate, they will need to pay the current community rate.
- d. It may take up to 14 days to process the transfer to the new member.
- e. We will not unreasonably decline any transfer request.

Accessing and updating your information

- 24. The information you provide to us must be true and correct. You must tell us immediately of any changes relevant to your membership (including but not limited to changes to your health).
- 25. You have rights under the Privacy Act to access your personal information held by UniRec and to request the correction of such personal information. Please see our privacy policy available on our website for more details.

Changes

- 26. Subject to clause 9, we may change these terms and conditions or our programmes and facilities from time to time. We will tell you about any significant changes by email and via our website and reception. If you can show that the change significantly alters, to your detriment, what you signed up for, you can cancel your membership providing you do so within 14 days of us giving notice and you provide an explanation of your reason. Clause 5 will apply.

General

- 27. We are not responsible for any loss or damage to your property, unless caused by us, our staff, or our contractors.
- 28. If you cause damage to our facilities beyond normal wear and tear, you are liable to us for all costs of repair or replacement, and other direct losses arising from such damage.
- 29. You must ensure that you use the Centre, equipment and services safely and within your capabilities.
- 30. You have statutory rights in relation to the service we provide to you. Those rights include service guarantees under the Consumer Guarantees Act that:
 - a. we will use reasonable care and skill to provide the services to you; and
 - b. the services will be fit for a particular purpose if you have told us about that particular purpose, and we have agreed to provide the services for that particular purpose.
 Other than the service guarantees above, we make no additional guarantees, warranties or representations (either express or implied) as to your experience at the Centre or results to be achieved from your membership or use of the Centre, its equipment and services, including but not limited to the use of personal trainers.
- 31. Neither of us will be liable for delay or failure in the performance of any of the obligations imposed by this Agreement if it is beyond our reasonable control.
- 32. If we waive our rights in relation to one part of this Agreement, that does not mean we have waived them in relation to any other part of this Agreement.
- 33. If this Agreement ends for any reason, that will not affect rights and obligations intended to survive termination (such as our right to recover outstanding money owed by you).
- 34. If any part of this Agreement is or becomes unenforceable, illegal or invalid for any reason, that part is deemed to be varied to the extent necessary to remedy that issue, and the remainder of this Agreement continues to be binding. If variation is not possible, the part will be removed from this Agreement without affecting any other part of this Agreement.