

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.

FIXED TERM MEMBERSHIP		UniRec:	Member:
This is a fixed term membership, payable up front. The membership will continue until the fixed term expires unless until you cancel your membership in accordance with this Agreement.		Tick whichever applies:	Initial whichever applies:
Fixed Term	I am signing up for a fixed term of 6 months		
	I am signing up for a fixed term of 12 months		

I agree to these terms and conditions (above and below)	
Name: _____	Signed: _____
Date: _____	

GENERAL TERMS AND CONDITIONS

Communicating with each other

1. It is important to keep each other up to date.
2. 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.
3. 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.
4. Please also check our notice board and website for information and updates about gym etiquette, programmes, etc.

Cancelling your membership

5. 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. If you cancel your membership you will be entitled to a refund of fees for the remainder of your Fixed Term, less any cancellation fee that is payable.
7. A cancellation fee is payable unless you cancel: (a) under clause 26 due to changes in our membership terms; or (b) due to 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 Fixed Term; or (b) \$150.

Paying fees

8. You must pay your membership fee, and any other fees payable, before your membership takes effect.

Your membership

9. Providing you comply with this Agreement, we will give you all rights and privileges of your membership.
10. 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.
11. You must present your membership tag upon entry to the Centre.
12. 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

13. 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).
14. You must not provide fitness training (to members or otherwise), or carry on any business, within the Centre.

When we can cancel your membership

15. 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

16. You can apply to put your membership on hold, providing you have more than one month remaining on your Fixed Term at the beginning of the on hold period.
17. 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 Fixed 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

18. 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 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

19. 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).
20. 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

21. 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

22. We are not responsible for any loss or damage to your property, unless caused by us, our staff, or our contractors.
23. 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.
24. You must ensure that you use the Centre, equipment and services safely and within your capabilities.
25. 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.
26. 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.
27. 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.
28. 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).
29. 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.