

## FIXED TERM UP FRONT

# MEMBERSHIP FORM

**FIXUF**

### PERSONAL DETAILS

First name:	Family name:
Street address:	Suburb:
City:	Postcode:
Gender:	Date of birth:
Email:	Mobile:

### SAFETY QUESTIONNAIRE

		YES	NO
1	Have you had any injury, illness or joint condition that may be aggravated by vigorous exercise? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
2	Have you ever had a heart condition, high blood pressure, rheumatic fever, stroke, palpitations, murmurs or pains in the chest? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
3	Have you ever had arthritis, diabetes, epilepsy, a hernia or dizziness? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
4	Has anyone in your family under 60 suffered from heart disease, stroke or sudden death? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
5	Have you been hospitalised recently? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
6	Are you pregnant, or have you given birth within the last 3 months? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
7	Are you taking any prescribed medication that may affect your exercise capability? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
8	Is there any other condition that may adversely affect your exercise capability? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
9	Do you have any infectious diseases? If yes, please give details:	<input type="radio"/>	<input type="radio"/>
10	In the event of a building evacuation, would you require assistance to enable you to leave the building in a safe and timely manner?	<input type="radio"/>	<input type="radio"/>

I, the undersigned, willingly participate in all aspects of UniRec at my own risk. Any medical condition specified above has been assessed by a medical professional and clearance for exercise has been given. I have read and agreed to comply with all the terms and conditions set down by UniRec.

Applicant's signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### OFFICE USE ONLY

Membership type: \_\_\_\_\_

ID cited  Yes  No  n/a  
 UoW  other

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Student ID number: \_\_\_\_\_

Programme booked date  Yes  No

Student ID expiry date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Bring a buddy  Yes  No

Staff signature: \_\_\_\_\_

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.

<b>FIXED TERM MEMBERSHIP</b>		UniRec:	Member:
<b>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.</b>		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 am signing up for a fixed term of 28 days		

**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. There is no cancellation fee after the Minimum Term expires.
7. If you cancel before the Minimum Term expires, you must pay a cancellation fee 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 to serious illness or serious injury as evidenced by a medical certificate. The cancellation fee is the membership fees payable for the remainder of your Minimum Term.

**Fees after the end of the Minimum Term**

8. We will not increase your fees during the Minimum Term.
9. After the Minimum Term, your fees will remain the same unless we increase them, in which case we will give you 14 days’ notice.
10. 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**

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

**Your membership**

13. Providing you comply with this Agreement, we will give you all rights and privileges of your membership.
14. 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.
15. You must present your membership tag upon entry to the Centre.
16. 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**

17. 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).
18. You must not provide fitness training (to members or otherwise), or carry on any business, within the Centre.

**When we can cancel your membership**

19. We may cancel your membership if:
- you fail to make any payments of your membership fees;
  - we consider (in our reasonable opinion) you are engaging in inappropriate or illegal activity in the Centre;
  - you fail to follow any of the policies, rules or our directions;
  - 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
  - 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.

#### **Freezing your membership**

20. You can apply to freeze your membership, providing that you have more than one month remaining on your minimum term at the beginning of the hold period.
21. Management will consider any request to freeze a flexi term contract on a case-by-case basis.
- There is no fee for an on hold request.
  - The freeze will start from the next payment date.
  - The period of the any freeze will be added to the minimum term of your contract.
  - You will not pay any membership fees for the on hold period.
  - Memberships cannot be paused retrospectively.
  - We will not unreasonably decline any freeze request.

#### **Transferring your membership to another person**

22. You may apply to transfer your membership to another person 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).
- If your transfer request is accepted there is a \$40 transfer fee to process the change of member.
  - Before the transfer can be processed the new member must complete a new membership form, a Debit Success form if relevant, and signed the current membership agreement.
  - 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) and the new member is not personally eligible for that reduced rate, they will need to pay the current community rate.
  - It may take up to 14 days to process the transfer to the new member.
  - We will not unreasonably decline any transfer request.

#### **Accessing and updating your information**

23. 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).
24. 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**

25. 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**

26. We are not responsible for any loss or damage to your property, unless caused by us, our staff, or our contractors.
27. 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.
28. You must ensure that you use the Centre, equipment and services safely and within your capabilities.
29. You have statutory rights in relation to the service we provide to you. Those rights include service guarantees under the Consumer Guarantees Act that:
- we will use reasonable care and skill to provide the services to you; and
  - 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.

30. 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.
31. 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.

32. 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).
33. 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.