

CLM HEALTH & FITNESS MEMBERSHIP TERMS & CONDITIONS

Membership, Concession Card & Trial Membership Information Form

1. Introduction;

1.1 - These terms and conditions outline the rights and responsibilities the Customer has with regard to the ability of Community Leisure Management (CLM) and its Appointed Representatives to provide the Customer with the relative products and services.

1.2 - Should you have any queries regarding your Membership Agreement you should in the first instance contact the facility of the Appointed Representatives.

2. Parties to This Contract;

2.1 - Community Leisure Management, otherwise known as "CLM" is the parent company of the Appointed Representatives. Address and contact details for CLM Head Office are; 135 Morrin Road, Saint Johns, Auckland 1072. P.O. Box 14643 Panmure, Auckland 1741. Phone (09) 570 5801.

2.2 - The "Appointed Representatives" means the organisation providing the service for which the Customer is paying which includes "Swimmagic", "CLM Health & Fitness" and "Pool Memberships".

2.3 - The "Facility" is the site in which the services are based.

2.4 - The "Customer" is the person or party agreeing to the terms and conditions of these Membership Agreement terms and conditions.

3. Refund Clause:

3.1 - CONCESSION CARDS - No refunds will be given if there are visits left on a concession card after it has expired. These outstanding visits on the expired concession card will not be added to renewed concession cards.

3.2 - CASH MEMBERSHIPS - Cash Membership refunds will incur an admin fee of \$75 or 10% of the remaining refundable amount (which ever is lesser).

3.3 - BUSINESS CLOSURE - In the event of the business/facility closing down customers will be refunded the outstanding monetary amount for the remaining membership less the standard admin fee.

4. Price Adjustments;

4.1 - Membership and programme prices may be increased at the discretion of CLM on an annual basis, and with at least 30 days notice to the Customer.

5. Memberships/Enrolments;

5.1 - The Membership is with CLM or its Appointed Representatives, and with the specific facility.

5.2 - All Customers will be bound by these terms and conditions for the period of their Membership.

5.3 - Acceptance of Membership is at the discretion of CLM and its Appointed Representatives.

5.4 - Use of the facilities and acceptance of Membership is deemed acceptance of these terms and conditions.

5.5 - Membership agreements must be completed in full by all Customers for their Membership to be considered valid.

5.6 - All applicants for Membership under the age of 18 must be endorsed by the applicant's parent or legal guardian.

5.7 - All fees for full cash memberships, concession cards or programmes must be paid in advance for Customers to enjoy the facilities/programmes. Any Customer who is in arrears may be refused entry to the facilities by CLM management and its Appointed Representatives.

5.8 - Customers will be issued with a Membership card and must produce it when entering the facility and at any time when using the facility if asked to do so by CLM and its Appointed Representatives.

5.9 - There will be a charge for any Membership cards that need to be replaced due to anything other than normal wear and tear.

5.10 - CLM and its Appointed Representatives must be made aware of any physical or mental conditions that may affect the Customer's ability to participate in activities provided.

5.11 - CLM or its Appointed Representatives may require a Customer to seek medical consent from a registered medical practitioner prior to the start of sessions/programmes at any time throughout the period of Membership, should they have concerns about the customer's fitness to undertake the sessions/programmes.

5.12 - CLM reserves the right to increase Membership fees in accordance with the current CPI rate as posted by Statistics New Zealand.

5.13 - CLM reserves the right to increase Membership fees if Customers are no longer eligible for discounted membership rates.

5.14 - Customers will be informed via email, website, facebook and facility notices if programmes and/or group fitness classes are not to be run on public holidays.

6. Reservations;

6.1 - All reservations for services and programmes offered at CLM facilities must be made with the appropriate staff in advance of the booking. Twelve hours notice of cancellation is required and failure to provide this notice may result in charges being applied for the cancelled booking.

7. Cancellations;

7.1 - All Membership cancellations require customers to complete a cancellation form allowing 10 days notice.

7.2 - Membership cancellation may take place on the following basis:

7.2a - If your request for termination is for reason of permanent sickness or physical incapacity and this prevents you from using the facility, your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity and there will be a refund of any unused Membership fees.

7.2b - In relation to Term Cash Memberships/Enrolments; If a customer requires early exit from a term cash Membership, a refund for the remaining term of the Membership will be applicable less the admin fee as per 3. Refund Clause (3.2)

7.2c - In relation to DD Memberships/Enrolments; If a customer requires early exit from a term DD Membership, a fee of \$150 or 25% (which ever is lesser) of the remaining Membership cost will be applicable.

7.3 - Any outstanding or overdue amounts must be cleared before a customer's cancellation request will be accepted.

8. Suspensions;

8.1 - A Customer may request a reasonable suspension of payments where their circumstances have changed (e.g. injury, absent due to work, unforeseen hardship). In consideration for such a suspension of payments the facility will not charge where adequate supporting evidence can be produced.

8.2 - A suspension of payments may also be applied due to a promotion or prize. In consideration for such a suspension of payments the facility will not charge.

8.3 - For all Cash and/or Direct Debit membership suspension requests outside of 8.1 and 8.2 a \$2.50 per week admin charge will apply.

8.4 - For all Cash and/or Direct Debit membership suspension requests outside of 8.1 and 8.2, suspensions can be applied to an account for maximum of 1 week for every 1 month of membership.

8.5 - A minimum of 7 working days notice is required to implement the suspension.

8.6 - Suspension does not reduce the minimum term or value of the agreement and any time suspended is added on to the minimum term.

8.7 - Customers accounts must be paid up to date prior to applying for suspension.

9. Transfers;

9.1 - Membership transfers between 2 facilities can only take place upon the agreement of both facilities.

9.2 - Membership transfers between 2 individuals can only take place upon the agreement of CLM and its Appointed Representatives. A \$25 administration fee will apply upon the agreement of such transfer.

10. Control and Management;

10.1 - CLM and its Appointed Representatives have the administrative powers and authority necessary to carry out its rights and duties and will use its reasonable endeavours to manage and operate its facilities in accordance with these terms and conditions.

11. Rights & Liabilities of Customers;

11.1 - I release CLM and its Appointed Representatives and land owners upon whose property the activity is conducted, from all liability and waive any claim for damage, injury, illness or accident (minor or fatal) arising from any cause whatsoever (except gross negligence).

11.2 - CLM may from time to time make, vary, and revoke any bylaws (not inconsistent with these terms and conditions) for the regulation of the operation of CLM and the conduct of Customers.

11.3 - CLM may at any time revoke, supplement, or alter these terms and conditions at its discretion.

12. Conduct of Customers;

12.1 - CLM at its discretion may expel from Membership with notice any Customer whose conduct, in the opinion of CLM, might be injurious to the character and interests of CLM.

12.2 - A Customer expelled will have their Membership revoked and will forfeit any privileges of Membership.

12.3 - All Customers must check in at reception by swiping their Membership card or by having their Membership number recorded by reception staff.

12.4 - No betting or gambling, drunkenness, smoking, bad language or other disorderly or offensive behaviour is permitted in the facilities.

12.5 - Food is not to be consumed while utilising any of the facilities or programmes, except in designated areas.

12.6 - CLM and its Appointed Representatives require Customers to wear the appropriate attire when using the facilities.

12.7 - Customers may be required to shower before using the facilities.

12.8 - Bags are to be placed in the designated areas and are not to be taken with Customers while using equipment and facilities.

12.9 - Customers must be aware of other Customers wishing to use equipment or facilities they are using and observe the time limits for use of equipment.

12.10 - CLM and its Appointed Representatives are unable to look after any valuables or personal effects.

12.11 - Only CLM employees/contractors with permission from management can instruct or prescribe exercise to people in the facility.

12.12 - No wet attire is to be worn in a fitness centre.

12.13 - In the interests of hygiene all members/students must carry a sweat towel and wipe down machines after use.

12.14 - Members/students must wear deodorant while using the facilities.

13. CLM Facilities;

13.1 - CLM and its Appointed Representatives will endeavour to notify Customers of alterations to its facilities to carry out essential repairs and maintenance if they will result in the closure of some or all of the facilities or premises for periods of time.

13.2 - CLM reserves the right to change the location of its premises or services at any time and will notify Customers of their intentions.

13.3 - A minimum of 30 days notice will be provided by CLM and its Appointed Representatives .

14. Membership Details;

14.1 - Customers must notify CLM and its Appointed Representatives immediately should any personal details change.

15. Hours of Opening;

15.1 - The facility hours may be altered at the discretion of CLM and its Appointed Representatives but Customers will be given prior notice of these changes of at least 24 hrs .

16. Dissolution;

16.1 - A facility may be closed by CLM at any time.

17. Privacy;

17.1 - By filling the MOBILE, EMAIL and MAILING ADDRESS fields in the MEMBERSHIP PROFILE section of the Membership Agreement Form, the Customer authorises CLM and its Appointed Representatives to contact the Customer for any purpose by any normal means of communication.

17.2 - In the case of being contacted via Email or Text by CLM and its Appointed Representatives the Customer is to inform CLM and its Appointed Representatives that they no longer want to receive these communications by simply Emailing or Texting the response 'UNSUB'.

17.3 - Your photo may be required for the purposes of clear identification and security.

17.4 - The Customer has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information concerning the Customer held by CLM and its Appointed Representatives.

18. CLM Health & Fitness Membership Eligibility;

18.1 - Every candidate for membership must be at least 14 years of age or older and be accompanied by a parent or guardian 18 yrs of age or older.

18.2 - All members/students must complete a pre-exercise screening questionnaire prior to starting their first session in the gym.