

Membership application

I hereby apply for membership to ClubActive on the basis of the information contained in this application form, which I declare to be true and correct. I agree to be bound by the terms and conditions of membership as set out in this form.

You may cancel this Agreement by written notice or in person to ClubActive management within five Business Days from the date of entering into this Agreement. You may be required to pay pro-rated fees for any days you have accessed the Facilities and Services as set out in the membership conditions.

Membership details

First name	Last name	Home Club
Home address		
Suburb		Postcode
Home phone	Work phone	Mobile
Email address		Date of birth
Emergency contact	Name	Phone

Membership type

Contracted Term No Term

Direct Debit Frequency (No Term or Contracted Term)

Weekly Fortnightly Monthly

Start date: Expiry date: Renewal date:

Please tick all the relevant boxes below:

No Term membership

- I understand that my bank account will be Direct Debited each week, fortnight or month (depending on which option I select) at the relevant rate unless I give ClubActive notification to cancel my membership.
- Notification to cancel my membership must be in writing and received by a ClubActive membership consultant three Business Days prior to the scheduled Direct Debit day in order to successfully cancel my membership from the Direct Debit day. If notification of intent to cancel is not received within this period, the account will be charged as agreed on the Direct Debit day.

Contracted Term membership

- Unless I have paid for the year upfront, I understand that my bank account will be Direct Debited each week, fortnight or month (depending on which option I select).
- I agree that my Contracted Term membership will continue for 1 year unless cancelled in accordance with the membership conditions.
- I agree that if I pay by Direct Debit, after the initial year expires, my Contracted Term membership will automatically convert to a No Term membership and Direct Debits will continue until I cancel my No Term membership in accordance with the membership conditions.
- I understand that membership suspension must be applied for in advance and will not be backdated under any circumstances.

Use of personal information

Please read and sign the following:

- I acknowledge that personal information provided by me and held by ClubActive at Wellington Regional Aquatic Centre or Freyberg Pool and Fitness Centre and Wellington City Council may be used and disclosed: (a) to process this or any other application I may make at ClubActive at Wellington City Council; and (b) to notify any credit reporting agency of default by me on any financial obligation I may have to ClubActive and Wellington City Council.
- I acknowledge that ClubActive may contact me from time to time about my ClubActive membership.
- I will keep ClubActive updated with respect to all information held by ClubActive about me, including my contact details.
- I agree to be contacted about ClubActive partner benefits and promotions.
- I understand I have the right under the Privacy Act 2020 to obtain access to and request correction of any personal information held by ClubActive and Wellington City Council concerning me.
- I agree to ClubActive notifying me of changes to Direct Debit information by email.

Health Declaration

I acknowledge that I have been advised to consult a medical practitioner before entering this Agreement.

In the interests of my own and others' health and safety, I disclose the following injury, illness, disability or other medical conditions which may affect my use of the Facilities and/or Services as set out in this Agreement:

I have read and agree to all terms and conditions on front and rear of this contract

Member name	Signed
Parent/guardian	Signed
Membership consultant	Signed

Membership conditions

These conditions help all our members get the most out of ClubActive. Once you become a member, you have the following rights and obligations:

Defined terms: Capitalised words used in this Agreement are explained at the end of these membership conditions.

1. Health

You acknowledge that using the Facilities or Services is a potentially dangerous activity. In signing the membership application, you confirm that you suffer from no injury, illness, disability or other condition that means your use of the Facilities or Services may harm you or other members (except as disclosed in the membership application), and agree to notify ClubActive if this changes.

2. Membership access

ClubActive agrees to provide the Facilities and Services to members in accordance with this Agreement.

The location listed on your membership application will be your home club. Membership starts on the date stated on your application form. You need to present your membership card for admittance to the club. You may be refused entry if you can't provide your membership card on request by staff. A fee of \$2 will be charged to replace lost or stolen membership cards. You are not permitted to allow anyone else to use your membership card. If you do so, your membership may be cancelled immediately without notice.

3. Rules and conduct

You must act in accordance with this Agreement, the relevant Facility / Service rules and our health and safety policies. These are available at clubactive.nz/terms-conditions.

ClubActive management reserves the right, at our own discretion and acting reasonably, to refuse entry, cancel a membership, or ask a member or casual gym user to leave the premises. This can happen if you don't adhere to the conditions of your membership or the relevant Facility / Service rules, act in breach of our health and safety policies (including exercises that are unsafe to you), behave in an inappropriate manner toward other customers and staff, or you're under the influence of drugs and/or alcohol.

4. Cancelling your membership

No Term members

No Term members can cancel any time after the first Direct Debit has been processed. Written notification (either by Cancellation Form or email) must be received by ClubActive three Business Days prior to the scheduled Direct Debit day. This successfully cancels your membership from the Direct Debit day. If your cancellation is not received by three Business Days before the Direct Debit day, we will charge you on the next billing date and your cancellation will take effect on the following Direct Debit day. There are no cancellation fees for No Term membership.

Contracted Term members

means a ClubActive fixed term membership, paid either by Direct Debit or in one upfront payment in accordance with the membership application.

3 Business days written notice and a completed Cancellation Form is required for cancellation and refund of any prepaid membership fees under this clause.

Contracted Term members can cancel membership without charge if they move outside a 25km radius of the ClubActive listed as their home club, or for a medical reason which renders the relevant member unable to undertake any exercise regime for a period of three months or more (supported by certification evidence from a qualified medical practitioner, to ClubActive's reasonable satisfaction).

Members cancelling their Contracted Term membership for any other reason must pay a \$100 cancellation fee, or the remaining amount of membership fees for the balance of the Contracted Term (whichever is lower).

Cancellation rights in this clause are in addition to those set out in clauses 13 and 16.

5. Dishonoured payments

Direct Debit payments for members which are dishonoured for any reason by your bank may incur a \$25 administration fee.

6. Fees and payment

The membership fees for ClubActive are set by WCC from time to time, and are available at clubactive.nz/options-fees. You acknowledge that WCC may increase the fees payable by No Term members provided that you have been given 60 days' written notice of the increase.

For No Term members or Contracted Term members who elect to pay by Direct Debit instalments, the first terms membership fee (pro-rated as appropriate) is payable when this application form is submitted to ClubActive. After the first term, the fees will be paid by Direct Debit from your nominated bank account in accordance with the membership application.

If you are a Contracted Term member who elects to pay upfront, the membership fee is payable when this application form is submitted to ClubActive.

ClubActive reserves its right to refuse entry to Facilities and Services to members who fail to meet their payment obligations as set out in this Agreement.

7. Refunds

Except in circumstances where you cancel this agreement under clause 13 or 16, any refunds are at the sole discretion of ClubActive management (subject to ClubActive's obligations as set out in the Consumer Guarantees Act 1993 (CGA), and the Fair Trading Act 1989 (FTA)).

8. Limitation of liability

Except to the extent prohibited by law, WCC is not liable or responsible to you for any direct, indirect or consequential injury or loss or damage to your property.

You may have additional rights in this Agreement, as well as under the CGA, FTA and other consumer protection law in New Zealand. Nothing in this Agreement restricts your entitlements under such legislation.

9. Suspending your membership

No Term members can suspend their membership for a minimum period of suspension of 7 days and a maximum period of three months per suspension.

Contracted Term members (excluding members on a 3-month term) can suspend their membership for a minimum period of 14 days, and a maximum period of 3 months in any 12-month period. Contracted Term members on a 3-month term can suspend their membership for a minimum period of 7 days, and a maximum period of 3 weeks.

The expiry date for Contracted Term memberships as set out in the membership application will be extended by the period of suspension granted by ClubActive in accordance with this clause.

10. Transfer of membership

If you are a Contracted Term member whose payments are up to date, you may transfer your membership to a person approved by ClubActive management in accordance with ClubActive's Membership Transfer Policy available at clubactive.nz/terms-conditions. You will be responsible for all membership fees until the new member's payments begin.

11. Age requirement

Members must be at least 15-years-old. Children are not allowed in our gyms while their parent or guardian is exercising.

If you are under 18 years of age your parent or legal guardian must sign a Consent and Guarantee Form before ClubActive will accept your membership. Your parent or legal guardian must sign the Consent and Guarantee Form as part of the application process in the presence of ClubActive staff at our premises, including for online applications.

12. Clothing/attire

For your comfort and safety, appropriate footwear (ie. sports shoes) must be worn at all times at ClubActive. Open footwear (ie. jandals or sandals) are not permitted. T-shirts, singlets and/or aerobic tops must be worn at all times. You're required to carry a towel during workouts at all times and wipe down equipment after use.

13. Availability

Members can use our Services and Facilities during our operation hours as advertised on our website www.Clubactive.nz. Club Active reserves the right (acting reasonably), to vary, add or eliminate Facilities, Services or opening hours. You'll be notified about any changes to Facilities or Services at least 14 days before they happen and to the extent this is reasonably practical.

In the event a change under this clause materially negatively detracts your rights under this Agreement, you are entitled to terminate this Agreement without penalty within 7 days of receiving notice of amendment to our Facilities or Services.

ClubActive is not responsible or liable for a particular Facility or Service being unavailable at any time due to a prior booking, mechanical breakdown, maintenance work, fire, act of God, condemnation, catastrophe or any other reason beyond the reasonable control of the club.

14. Privacy Statement

Personal information collected about you will be used for the administration of ClubActive memberships only. All information will be held by the ClubActive Facility you join and WCC. You have the right under the 2020 is the current Privacy Act. to obtain access to and request correction of any personal information held by ClubActive. For further information see WCC's Privacy Statement available at wellington.govt.nz/your-council/dealing-with-the-council/privacy-statement.

15. Legally binding Agreement

I understand that this Agreement is legally binding when my signed application form is received by ClubActive.

16. Changes to this Agreement

ClubActive reserves its right to make changes to this Agreement from time to time. Notice will be provided one month prior to such changes, and in accordance with the contact details as provided within this Agreement. Where ClubActive reasonably believes such a change will materially negatively detriment your rights under this Agreement (unless the change is required by law), we will offer you a right to cancel this Agreement.

17. Defined Terms

Agreement means your Agreement with ClubActive, consisting of your signed membership application, these membership conditions and any other forms, policies and/or rules of a Facility / Service referred to in these membership conditions.

Business Day means a day that is not a Saturday, Sunday or public holiday in Wellington.

Cancellation Form means the document available at clubactive.nz

Consent and Guarantee Form means the document available at ClubActive gym.

Contracted Term means a ClubActive fixed term annual membership, paid in accordance with the membership application.

Facilities means Wellington City Council's gym, fitness centre, and / or pool facilities, as listed at clubactive.nz/what-you-get

No Term means a non-fixed term membership paid for by weekly, fortnightly or monthly Direct Debit in accordance with the membership application.

Services means Wellington City Councils ClubActive services, as listed at clubactive.nz/what-you-get.

WCC means Wellington City Council.