



YMCA Taranaki Fitness Centre Terms & Conditions



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1. Definitions

- a. Access Pass means your Membership card allowing you to enter the Gym.
- b. Access Pass Fee means the Access Pass Fee specified on the website.
- c. Agreement means the Membership Agreement made between you and YMCA Taranaki.
- d. Billing Account means the bank account or credit card nominated by you to have your Membership Fees deducted from.
- e. Gym means YMCA Taranaki gym specified on your Agreement.
- f. Gym Access means the initial Joining Fee and Access Pass Fee as described on your Agreement.
- g. Gym Rules mean the Gym rules as amended from time to time, which are located at YMCA Taranaki.
- h. YMCA Taranaki means the entity on your Agreement and includes its heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.
- i. Member means the individual who has entered into this Agreement with YMCA Taranaki.
- j. Membership Fees means the fees that are due and payable by you pursuant to this Agreement.
- k. Minor means members under the age of 16.
- l. Questionnaire means the Health questionnaire that the member is required to complete and acknowledge prior to using the Centre.
- m. Policies means the YMCA Taranaki membership policies as amended from time to time, which are available on request.
- n. Privacy Policy means the YMCA privacy policy.
- o. Staffed Hours means the hours for the centre, which are located at the entrance to the YMCA and in the fitness centre. YMCA Taranaki reserves the right to change the Staffed Hours at any time without notice.
- p. Written Notice means a notice by email to or from YMCA to the Members last known email address as per the records held on the Members online account.
- q. Unmanned means no staff from the fitness team are on site and within their working hours. Other staff from different departments may be on site but are not responsible for the Fitness Centre at these times.

2. Terms and Conditions

- (a) Your membership is governed by this Agreement.
- (b) This Agreement incorporates the terms of the Policies, the Gym Rules, and the Privacy Policy.

(c) Signing this Agreement does not automatically entitle you to membership as your application may be subject to further review by YMCA Taranaki.

3. Membership

(a) Nature of Membership. Your membership permits you to use YMCA Taranaki fitness centre, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferable by you unless deemed appropriate by YMCA Taranaki.

(b) Change to Details. You must provide YMCA Taranaki with any changes to your details, which are relevant to your membership by updating your personal details.

4. Membership Hold

YMCA Taranaki will only hold your membership if you qualify under the Membership Hold Policy set out by the Centre. To be eligible for a membership hold the following must apply:

- i. In good standing with all processing and joining fees and you must be current on your fees.
- ii. A membership can be placed on hold for up to 3 months on a membership year.
- iii. As a member you are entitled to activate a Membership Hold at any time by providing Written Notice.
- iv. Your Written Notice request must be submitted a minimum of 2 business days prior to the date that it is to start. Having submitted your On Hold request an email confirming the details will be sent to you from YMCA Taranaki.
- v. You are responsible to ensure that payments are resumed for AP members once the On Hold period is completed. No further advice will be sent by YMCA Taranaki.
- vi. You will have no access to the Fitness Centre during the period that your membership is On Hold.
- vii. If you need to cancel the Hold you must advise us by Written Notice and allow 24 hours for the On Hold to be cancelled and your Access Pass to be re-activated. You will be liable for the payment of any Membership Fees effective from the date the Hold is cancelled.

Any Membership Hold that does not meet the required criteria will need to be referred to Fitness Centre Lead and ultimately Senior Manager.

5. Payments

1. Automatic Payments

- a. You agree to pay all Membership Fees as set out in the membership agreement.
- b. For all Automatic payments you must make payment of the Fees and Access Card amount in advance prior to the activation of your membership.
- c. YMCA Taranaki will endeavour to contact you by phone, email or sms to inform you of any overdue payments. In the event that YMCA Taranaki cannot contact you, it will provide you with Written Notice of overdue payments;
- d. A member will be charged a \$10.00 fee if their Access Pass is damaged or lost and requires replacement.
- e. If there are repeated failures to meet your payment obligations (other than through the fault of YMCA Taranaki) your membership may be suspended, entry to the gym denied or ultimately membership terminated by Written Notice to you.
- f. YMCA Taranaki reserves the right, at any time, to change the Membership Fees charged to members for use of the entire facilities. YMCA Taranaki agrees to use reasonable endeavours to provide you with Written Notice (email) of the changes. The changes will take effect 30 days after the Written Notice has deemed to be received by you. We deem receipt to have occurred 2 business days after the Written Notice was sent.

2. Paid in Advance Memberships

- a. For a PIA membership, you must pay your membership in advance according to your level of PIA membership as selected from the membership options.
- b. For all PIA memberships you must make payment of the Access Card and Membership fees at YMCA Taranaki by way of credit card, cash or EFTPOS, prior to activation of your membership.
- c. YMCA Taranaki reserves the right, at any time, to change the Membership fees charged to members for use of the Centre facilities. YMCA Taranaki agrees to use reasonable endeavours to provide you with Written Notice of the changes. For Paid In Advance Memberships the changes will only take effect on the renewal date of your Membership. For sake of clarity, in the event of an increase in Membership fees no additional fees will be required to be paid to YMCA Taranaki in respect of your current PIA membership period.

6. Minimum Age

All members of YMCA Taranaki Fitness centre must be a minimum of 14 years of age. All Minors must have a parent or guardian co-sign this Agreement to confirm the acceptance of the Terms & Conditions of Membership on behalf of the Minor.

Minors aged between 14-15 years of age must comply with the following restrictions:

- i. Access to the Centre stated on this Membership Form Only;
- ii. Access to the Centre can only be during Staffed Hours;
- iii. Must have a parent/guardian with them at all times whilst in the Centre.
- iv. A pre-exercise questionnaire must be completed by the parent or guardian prior to the commencement of exercise; and
- v. A suitably qualified personal trainer to undertake a pre-exercise assessment and then provide an exercise program for the Minor prior to the commencement of exercise.

Minors aged 16 years of age must comply with the following restrictions:

- i. A pre-exercise questionnaire must be completed by the parent or guardian prior to the commencement of exercise; and
- ii. A suitably qualified personal trainer to undertake a pre-exercise assessment and then provide an exercise program for the Minor prior to the commencement of exercise.

7. Staffed Access / Off Peak Members

- a. A member may be subject to a Staffed Access only membership, which will only allow them to attend the Centre during Staffed Hours.

8. Disability

- a. All disabled members of YMCA Taranaki must comply with the terms of the Policies.
- b. YMCA Taranaki has the right to restrict the access to the Gym of a disabled member to Staffed Hours only.

9. Access by Non-Members

- a. YMCA Taranaki only grants members, unless otherwise specified in this Agreement, access to the Gym. No member is permitted to bring a non-member into the gym outside of Staffed Hours. In the event that a member brings a non-member into the Gym during Staffed Hours, the member must advise the member of staff immediately upon entering the Gym.
- b. The non-member will be required to complete a casual waiver Agreement and pay a casual gym usage fee.
- c. The member will only be allowed to use the Gym during Staffed Hours and will be requested to leave in the event that the non-member is still in the gym on completion of these hours.

If a member breaches clause 9 of this Agreement, the member acknowledges that:

1. They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member;

The member will be charged in the following ways:

- a. A member who holds a PIA Membership, the member will receive an invoice for this amount which is due payable within 48 hours of receiving the invoice;
- i. YMCA Taranaki reserves the right to terminate the membership of the member who brings a non-member into the gym without following the guidelines as stated in section 9.

10. Tail-Gating and Loaning Access Cards

1. Tail-Gating

- a. The YMCA Taranaki gym access card can only be used by the registered member of the YMCA Gym and only one entry can be gained at a time by swiping the card.
- b. The access card cannot be used to bring in a non-member outside of staffed hours
 - i. Unless it is simply to gain entry during staffed hours to organise payment of a membership or a casual fee.
- c. If a member breaches clause 10.1 of this agreement the member acknowledges that:
 - i. They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member.
 - ii. Bringing the non-member is a breach of our gym rules and may be given a fine, your membership suspended or cancelled at the fitness manager's discretion.
 - iii. YMCA Taranaki reserves the right to terminate the membership of the member who brings a non-member into the club with no refund being provided.
- d. Allowing another person, who is a non-member into the gym poses a safety risk to yourself and other members. The person themselves and the gym, as such we will take all measure necessary to enforce this rule.

2. Loaning of Access Cards

- a. Loaning access cards is strictly forbidden and doing so may result in a fine and your membership will be suspended until the fine has been paid.

- i. YMCA Taranaki reserves the right to terminate the membership of the member who loans an access card to someone else with no refund being provided if the designated fine is not paid within 30 days.

11. YMCA Taranaki Welcome

- a. The YMCA Taranaki focuses on the safe and correct use of the equipment provided at the gym and internal security processes.
- b. YMCA Taranaki may suspend or terminate this Agreement in the event of unsatisfactory completion of the gym welcome prior to the commencement of exercise.
- c. Upon joining the gym you are required to fill out a personal profile requiring contact details, emergency contact details, and disclosing any medical conditions.
- d. Allow time to be shown around the facility, have evacuation procedures, out of hours procedures, and gym rules explained.

12. Physical Condition

- a. It is your responsibility not to use any equipment which may adversely affect any medical condition.
- b. You hereby represent to YMCA Taranaki and their directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the gym or its facilities.
- c. If you have any health or medical concerns now or after you join as a member of the Centre, you must discuss them with your doctor before using the equipment or the Centre.
- d. You acknowledge that YMCA Taranaki did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.

12. Health Questionnaire

- a. We highly recommend each member completes a Health Questionnaire prior to the completion of membership.
- b. YMCA Taranaki reserves the right to restrict, suspend or terminate your membership if YMCA Taranaki is of the reasonable opinion that you are unfit to utilise the Centre during unmanned hours. If your membership is restricted or suspended for this

reason, your membership will not be reinstated until you provide YMCA Taranaki with a medical certificate confirming that you are fit to train.

13. Video and Audio Surveillance

- a. For security purposes, YMCA Taranaki uses video and audio surveillance equipment on a 24 hour basis.
- b. By signing this Agreement you acknowledge that by accessing YMCA Taranaki fitness centre you will be subject to video and audio surveillance and recording.
- c. Video and audio surveillance is limited to the floor area only, and is not within the walls of the bathrooms or assessment rooms.

14. Equipment

- a. You understand and acknowledge that YMCA Taranaki purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Centre.
- b. You understand and acknowledge that YMCA Taranaki is providing recreational services and may not be held liable for defective products or equipment.

15. Exclusion of Liability for Property

- a. YMCA Taranaki is not liable to you or any personal property that you have been negligent in damaging, have lost, or had stolen while on or around the Centre including, but not limited to, a vehicle or its contents or any property left in an open locker. YMCA Taranaki exclusion from liability does not apply in the event that the damage, loss or stolen property of a member or a member is a result of actions of a YMCA Taranaki Staff member or agent.
- b. If you cause damage to the gym or any equipment that is either deemed as deliberate or negligent or a direct breach of YMCA Taranaki Rules, you are liable to YMCA Taranaki for the reasonable cost of repair or replacement.

16. Termination of Membership

Member Termination

You may terminate your Membership at any time on the following basis:

- i. You provide a request for termination of your membership in writing to YMCA Taranaki.
- ii. A 30 day notice period is needed which means you need to pay 30 days Up Front on the day you cancel your membership plus all monies owed up to that date.

- iii. If your request for termination is for reason of permanent sickness or physical incapacity and this prevents you from using the Centre:
 - (a) Your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and
 - (b) There will be a refund of any unused Membership Fees

17. In relation to PIA Members:

- a) You may not terminate the membership during the prepaid period or request a refund, unless you suffer from a permanent sickness or physical incapacity.
- b) If you do not renew your PIA membership by the renewal date, your membership will automatically expire.

18. YMCA Taranaki Membership Termination

YMCA Taranaki in the event of a serious breach of your membership, may terminate your membership at any time. YMCA Taranaki, must at all times act reasonably and fairly in exercising a membership termination. YMCA Taranaki deems a serious breach to be on the following basis:

- i. YMCA Taranaki reasonably suspects that you are engaging in illegal activity within the Centre or premises, including the carpark;
- ii. You fail to follow any of the Policies or Gym Rules, or violate any part of this Agreement; or;
- iii. Your conduct is improper or harmful to the best interest of YMCA Taranaki members.

In the event that YMCA Taranaki terminates your membership, termination will be effective on the date that YMCA Taranaki sends Written Notice. You are liable for all financial obligations until that date. If you are a PIA member, YMCA Taranaki will not refund any unused portion of your fees.

- a. Upon termination of your membership by YMCA Taranaki, you will cease to have access to the Centre. Any money owing to YMCA Taranaki when your membership ends, remains immediately due and payable.
- b. Upon termination of your membership by your election, you may continue to use the Centre for any period that you have paid in advance. You will cease to have access to the Centre once any period you have paid in advance expires.

- c. Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

19. Restriction

YMCA Taranaki may restrict your membership (including by limiting access to Staffed Hours) at any time, however YMCA Taranaki, must at all times act reasonably and fairly in exercising a membership restriction on the following basis:

- i. Concern for the health and/or safety of the member; or
- ii. Non-compliance, improper or harmful conduct engaged in by the member.

20. Risk Warning

YMCA Taranaki warns that whilst you are on the premises using our centre and recreational services, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:

- i. Slipping on wet flooring;
- ii. Being struck by weights;
- iii. Colliding with equipment, or other members;
- iv. Engaging in strenuous exercise and activities; or
- v. Incorrect use of equipment or Centre,
 - a. You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.
 - c. You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.
 - d. You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by YMCA Taranaki are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.

21. Panic Buttons

For your safety we have provided a wireless panic button. You may wear the wireless panic button while you work out on the premise.

1. Panic buttons must only be pushed in times of emergency. If you or another member need emergency attention please press the button to call security. A security guard will attend when a panic button is pushed.
 - a. Pressing panic buttons by accident, as a 'joke' or due to malicious intent in times when no emergency is occurring will result in a fine plus any and all security call-out fees.
 - b. In addition, your gym membership may be suspended until the fine and call out fees have been paid.
 - c. You will be notified and failure to pay your fine and the call out fee within 30 days of notification and/or failure to pay any other membership or program fees due will result in a debt collection agency being engaged to recover the costs at your expense.

2. Situations Where Use of Panic Buttons is Acceptable
 - a. Severe accident or injury requiring medical attention to yourself or another member (please remain in the building until help arrives)
 - b. A fire (please leave the building, but remain on site until help arrives)
 - c. The presence of a malicious or threatening intruder inside the building (in addition please use your cell phone or our gym phone to call police if you believe you are being threatened)
 - d. The presence of a threatening person in the car park or nearby (please remain in the building until help arrives)

3. Situations Where Use of Panic Buttons is Not Acceptable
 - a. Any use of the button other than those described above
 - b. As a joke
 - c. Through malicious action intended to waste time or resources.

22. Complaints Procedure

Confidentiality

1. Whenever possible, your details will only be known by those directly concerned with your issue. We want to make you feel as comfortable as possible in giving us feedback.

How you can make a complaint

1. Send an email to our Y Fitness team at brad.coad@ymcataranaki.org.nz or provide one of our staff with a written version of your complaint.

2. For us to deal with the complaint adequately we will need:

- a. Your name and contact number
 - b. What happened including the date, was anyone involved and a detailed description
 - c. Do you want/need this addressed? If yes, what would you suggest?
 - d. Do you want a reply? If yes, how (email or phone call).
- 3.** Here is how we will look after your feedback
- a. Once it's received, we will send you a confirmation email (unless requested otherwise) within one working day.
 - b. We will then look into the situation and email you a response, hopefully containing details of how we can rectify the issue, within three working days (if more time is needed to look into the matter, we will let you know!)
 - c. Hopefully that will be resolved but if not, we will talk to someone from our senior management team and find someone else who can help you. We will do all we can to resolve your complaint and record all actions taken to do so
 - d. Our records will be closed once the issue has been resolved
- 4.** If you are not satisfied
- a. If you feel your issue has not been resolved completely, you can ask for it to be reviewed by our YMCA Senior Management team.
 - b. The 'best person' will have a look at the situation and email you a response, within three working days (if more time is needed to look into the matter, we will let you know)
 - c. Our records will be closed once the issue has been resolved.

23. Unmanned Hours

The YMCA Fitness Centre will have some unmanned hours, where no fitness staff are on site. These hours will be outlined in the gym and by staff.

These hours may be subject to change, we will endeavour to provide notice to all clients when changes are to be made to staffed/unmanned hours.

Although other staff may be on site in other departments they are not responsible for the Fitness Centre during these hours and the centre is still classed as “unmanned”.

During unmanned hours clients are liable and responsible for their actions and outcomes when using the Fitness Centre.