

## FiT Gym Terms and Conditions

### 1. ABOUT THE TERMS AND CONDITIONS

- i. The T&Cs contain the terms of your contract with FiT Gym Cambridge Ltd (FiT Gym). Please read them carefully. Keep this document in a safe place and refer to it as you need to.
- ii. If something in the T&Cs differs from what you were told by staff either at FiT Gym or over the phone, the T&Cs in this document will apply unless we receive written confirmation from the staff member you spoke with that you were offered different terms.
- iii. If FiT Gym don't enforce the contract rights at any time, it does not mean we have waived those rights, no matter how long we wait.
- iv. If there is a miscalculation on your membership application and contract, FiT Gym have 5 days after the contract is signed to correct it.
- v. The T&Cs contain detailed clauses about how to cancel your contract with FiT Gym. In most cases, you will have 7 days after signing the contract to cancel it. If you don't cancel within those 7 days, you may have to pay the penalty if you choose to cancel the contract later.
- vi. FiT Gym may change the T&Cs from time to time. We will always let you know if the T&Cs are changed.
- vii. The most up to date version of the T&Cs (uploaded on our website [www.fitstate.co.nz](http://www.fitstate.co.nz)) will always be the T&Cs that apply to your contract with us.

### 2. MEMBERSHIP GENERALLY

- i. Membership Types  
Your membership with FiT Gym (as detailed in your contract) will fall into one of the following categories:
  - i. Individual: This is the most common form of membership with FiT Gym. An individual member has contracted to receive the core services.
  - ii. Corporate: This membership enables companies, clubs and other organizations to obtain discounted memberships and other negotiated concessions for their staff.
  - iii. Other: Any membership that does not fall into one of the above categories. The T&Cs may differ for a membership that falls under this category.
- ii. How old do you have to be?  
You must be at least 18 years old to enter a contract with FiT Gym unless your parent or guardian authorizes the contract in writing. The following requirements will apply if you are under 18:
  - i. FiT Gym will strongly suggest you follow our tailored programme made for you. This may require you to book an appointment with our Personal Trainers for a full fitness assessment and training programme which is included in your membership every 4-6 weeks. If you do not accept our advice, we will not be liable to you in any way for injury or problems you may suffer as a result from you using our facilities.
- iii. When does your contract start?  
You have a contract with FiT Gym when you have signed it.
- iv. Can you change your mind?
  - i. If you change your mind about being a member with FiT Gym within 7 days of signing the contract, you must advise us in writing. If we receive your cancellation notice within the 7 day period, we will cancel the contract that we have with you.
  - ii. Clause 6 applies to any cancellation of the contract that happens later than 7 days after you signed the contract.
- v. Can we transfer your contract?  
If you want to transfer your membership to another person, you must advise FiT Gym in writing. We will then cancel your contract at a transfer fee of \$30, and transfer the contract to another person.
- vi. Can we change the terms of your contract?
  - i. If FiT Gym discovers an error in your contract, we are able to fix that error with notice to you if we do that within 5 days of you signing the contract.
  - ii. FiT Gym may sometimes add to, change or remove T&Cs, gym rules or other membership conditions. This includes changing the Gym's opening and closing hours, its services, facilities and fees.
  - iii. If we make a change to our T&Cs, the gym rules or any other condition of your membership, we will give you at least 30-days' notice.

### 3. PAYING FOR YOUR MEMBERSHIP

- i. When do you pay fees?
  - i. Joining fee: If your contract mentions a joining fee, you are able to pay this at the time of signing your contract or in the first Direct Debit payment.
  - ii. Your fees (excluding joining fee) may be paid by Cash, Eftpos, Credit Card for Paid In Full Memberships or by Direct Debit from a bank account or credit card.
  - iii. You will be required to commit to pay these fees for your minimum term in weekly, fortnightly or monthly instalments by Direct Debit unless you have agreed to pay the fees for the term in a lump sum when the contract start.
- ii. Direct Debit payments generally:

Conditions of this Authority to Accept Direct Debits

  - i. The Initiator (FiT Gym):

The initiator undertakes to give notice to the acceptor of the commencement date, frequency and amount (which may not be more than 2 calendar months). This notice will be provided either:

(i) in writing: or (ii) by electronic mail where the customer has provided written consent to the initiator.

Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variable as to amounts, the initiator undertakes to provide the acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the initiator has agreed to give advance notice at least 30 days before the change comes into effect.

b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me / us.

- ii. The Customer may:
  - i. At any time, terminate this authority as to future payments by giving 4 weeks written notice of termination to the Initiator.
  - ii. Stop payment of any Direct Debit is to be initiated under this authority by the initiator by giving written notice to the bank prior to the Direct Debit being paid by the bank.
  - iii. Where a variation to the amount agreed between the initiator and the customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the bank to reverse or alter any such direct debit initiated by the initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the initiator through the initiator's bank. PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

### 4. The Customer acknowledges that:

- i. This authority will remain in force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- ii. In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- iii. Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the bank except in so far as the Direct Debit has not been paid in accordance to this authority. Any other disputes lies between me/us and the initiator.
- iv. Where the bank has used reasonable care and skill in acting in accordance with this authority, the bank accepts no responsibility or liability in respect of: - the accuracy of information about Direct Debits on bank statements - any variations between notices given by the initiator and the amounts of the Direct Debits.
- v. The Bank is not responsible for, or under any liability in respect of the initiators failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the initiator.
- vi. Notice given by the initiator in terms of clause 1(b) to the debtor responsible for the payments shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

### 5. The Bank may:

- i. In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the bank.
- ii. At any time terminate this authority as to future payments by notice in writing to me/us.
- iii. Charge it current fees for this service in force from time to time.

## 6. Ezidebit Terms and Conditions

### Parties

The "Business" means FiT Gym.

The "Customer" means the person or party signing this Payment Contract. "Payment Contract" means the Agreement in which the Customer has agreed to pay for the service provided by the Business. Hereafter referred to as the "Agreement" "Ezidebit NZ Ltd, PO Box 5587, Wellington 6145, New Zealand Phone 0800 394 332 Fax 04 473 6511 Email info@ezidebit.co.nz.

The Customer acknowledges that Ezidebit has been contracted by the Business to collect the payments due under the Agreement in return for having an entitlement to use the services provided by the Business. Nothing contained in the Payment Contract shall render Ezidebit, the agent of the Business, for any purpose other than the collection of payments due and payable under the Agreement.

You acknowledge that Ezidebit shall not in any way be liable to you for the provision of Services.

For the purpose of the Contracts Privacy Act, you acknowledge that all rights of the Business pursuant to this Agreement may be enforced by Ezidebit, as if it were the Business, without requiring your consent or any involvement on the part of the Business.

### Payments

Ezidebit shall administer the collection of payments due by you to the Business. All payments due by you shall be made directly to Ezidebit in the manner specified in the Agreement. It can take up to three (3) days for payments to be processed from your account. Your obligations under this agreement is to ensure sufficient funds remain available to cover the instalment amount specified in this agreement for at least three (3) days after the nominated instalment date.

### Administration Fee

Ezidebit shall charge a transaction fee per direct debit payment deducted from your Account.

### Dishonour Fee

Ezidebit shall debit a dishonour fee of up to \$14.95 direct from your account for any payment dishonoured by your bank within 14 days of the payment rejecting.

### SMS Fee

Ezidebit shall debit an SMS fee direct from your account for any SMS sent.

Ezidebit Pty Ltd NZBN 9429035266310 PO Box 5587 Wellington NZ 6145  
P 0800 394 332 F (4) 473 6511 E support@ezidebit.co.nz

## 7. BEING A MEMBER

### i. What are the benefits of membership?

- i. Using the gym: As a member, you are entitled to use the core services in accordance to the T&Cs and the gym rules.
- ii. Extra services: From time to time, FiT Gym may make extra services available. These may have an extra cost attached and may require acceptance of terms relating to that service
- iii. Your membership Key Tag
  - i. You will be provided with a membership key tag when you sign your contract. This key is so that you can scan in on arrival at the gym and is important from a safety and security point of view.
  - ii. This tag is issued to you in your name and as such is for your use only.
  - iii. If you lose or damage your Key Tag, we will replace it for a small fee, currently \$5.
- iv. No staff on duty

The following terms apply when there are no FiT Gym staff on duty:

- i. If you use your 24/7 access key to use the gym while none of our staff are on duty, you acknowledge that there may be no one at the gym to help you during those times if you suffer an injury or have a problem while using the gym.
- ii. It is your responsibility to take care of yourself during these periods. FiT Gym is not liable for any injury to you or damage to your property while you use your 24/7 access key outside the gyms staffed hours.
- v. No access to Off Limit Areas: There are areas in the gym which are off limits when the staff are not there. These areas are marked "staff only" or which are locked outside staffed hours. You are not allowed to gain access to the off limit areas.  
You'll be liable to us for any damage you cause or any loss we suffer if you try to gain access to off limit areas.

vi. Loss or damage to your 24/7 access key: If you lose or damage your 24/7 access Key, we will replace it for a small fee, currently \$30.

ii. What are your responsibilities?

i. Keep us informed: Please keep us informed with any changes to your email address, contact phone numbers and nominated bank account details.

ii. Look after yourself: While FiT Gym will do everything we can to assess your ability to train in the gym and the level you should train at however the staff are not medically trained. It is ultimately your responsibility to make sure you are healthy enough to use the gym. We strongly urge you to seek medical advice before you use the gym. If the advice you receive puts restrictions on what you can or can't do in the gym, you must tell us – preferably in writing.

iii. If you feel unwell at the gym you should let one of our staff know immediately and they will take the necessary steps to help you.

iii. Your Responsibility: on the day that you sign your contract and each time you use the gym, you agree that:

i. You are healthy and in good physical condition;

ii. you don't have any medical issue that would stop you using the gym or restrict what you can do in the gym;

iii. If you are unsure of how to use any equipment that you ask one of the FiT Gym staff.

iv. Please be mindful with what you choose to do with your valuable items while in the gym.

v. Please consider other members and have a rest and recover at home if you have a contagious illness or infection

vi. Use equipment correctly: you are responsible for using the gym and the equipment in it correctly. If you are unsure how to use any of the equipment in the gym, please ask one of our staff members how to use it.

vii. Respect the FiT Community: you are responsible to us for any damage you've caused to our building, our car park area or our equipment if that damage is caused by wilful act or negligence. Check out the Code of Conduct at Reception

8. What happens if you break the rules?

i. If you breach the T&Cs or break a gym rule, we can take any of the following actions:

i. Warning: may give you a warning about your behaviour. The warning will include a statement that you run the risk of having your membership cancelled if you continue to behave in the same manner,

ii. Refuse entry: might refuse to allow you to enter the gym. We can stop anyone entering the gym at anytime; or

iii. Suspend: might suspend your membership while we consider the situation; or

iv. Cancel: can terminate your contract and cancel your membership.

We may take any of the above options if you behave in a way that puts yourself or others at risk in the gym or is seriously inappropriate.

This behaviour includes:

i. Threatening or harassing others;

ii. Damaging the equipment; or

iii. Using or being under the influence of drugs and alcohol in the gym.

9. What are our responsibilities?

We undertake:

i. To carry out our services with due skill and care; and

ii. To provide services fit for the purpose for which they are being provided..

iii. What if something goes wrong?

i. Your feedback: your feedback is important for us as it helps us to continually improve the gym and our service to you. You can provide your feedback verbally or in writing to any of our staff.

ii. Complaints: Any complaint relating to FiT Gym can be directed to the gym manager.

10. Issues with outside providers:

i. Outside providers: contractors provide some of the extra services. The fees for those extra services are paid direct to the outside providers in most instances and we are not responsible for those fees.

11. Guests

- i. We do allow you to bring guests to the gym provided the guest:
  - i. would be entitled to be a member if he or she applied; and
  - ii. Pays a casual fee.

12. PUTTING YOUR MEMBERSHIP ON HOLD

- i. We realise life happens and as a result we make allowance for a hold period during the term of your agreement.
- ii. This is not a membership holiday. The types of things your hold is for is overseas travel, serious injury and work commitments that will keep you away for more than two weeks. Other reasons will be considered on a case by case basis
- iii. The below outlines the Hold Period allocated to membership contracts:
  - i. 1 Month Memberships – No Hold
  - ii. 3 Month Membership – 2 Weeks per 3 month period
  - iii. 6 Month Membership – 4 Weeks per 6 month period
- iv. 12 Month Membership – 8 Weeks per 12 month period

13. CANCELLING YOUR MEMBERSHIP

- i. Ways of cancelling your membership  
If you wish to cancel your membership, we require a minimum of 4 weeks written notice. It is important that you keep a record of your request to cancel your membership.
- ii. Can you cancel during the minimum term?  
As you have committed to a minimum term, an early cancellation fee of \$150.00 will be applied. We have the absolute discretion as to whether we waive the early cancellation fee.
- iii. Can you cancel the contract because we do something wrong?
  - i. Changes to the T&Cs: If we change the T&Cs and you believe that the change significantly impacts on your ability to utilize the gym's facilities, you are entitled to cancel your membership during the minimum term without paying the early cancellation fee. However, we need to accept, on the evidence given that you provide, that the change has made a significant impact on you.
  - ii. Breach: you can also cancel your membership without paying the early cancellation fee, if we breach our contractual obligations to you and don't fix that breach in 14 days after you've given us notice of the breach.

14. PROTECTING YOUR PRIVACY

- i. Personal Information: As part of your membership with FiT Gym, we will have access to personal information about you. We will only use, disclose or copy your information for the purposes of managing your membership. We will keep your personal information secure. You are entitled to view the details of all personal information we hold about you at any time.
- ii. Promotional footage: From time to time, we may take videos or photographs inside or around the gym for promotional material. There is a chance that you might be in the gym when These are taken. By signing your contract, you agree that subject to the footage being embarrassing or portraying you in an inappropriate manner we may use those images in promotional and other business related materials after we have discussed this with you.

Print name: \_\_\_\_\_ Signed: \_\_\_\_\_

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