

## WHITI CROSS WOD MEMBERSHIP TERMS AND CONDITIONS:

### PLEASE READ CAREFULLY

*Note: You may cancel this contract without penalty within 5 working days after you have received a copy of it by informing the Club in writing. We may require you to pay for the days that you have had access to the club, at our standard daily rate, and for any goods you have received on joining up.*

**This Membership Agreement is between the Member whose details are on the registration form (you) and Whiti Cross WOD.**

**Use of the Club:** Your membership gives you the right to use the club facilities on an Unlimited Membership between 5am-10pm, working around the group class timetable. Any other membership or concessions are used for group classes only. Use of the club does not cover additional costs like food or drink, special classes or personal training, which you must pay for separately. We will take all reasonable care to ensure that facilities are available during this time

**Fees and Payments:** You agree to pay all the payments on your registration form. You must continue paying even if you do not use the club. During the initial (minimum) period membership you can only cancel or transfer your membership as set out in these Terms and Conditions (see Termination by you below). **After the initial period, payments will continue until you advise us of your cancellation or successful transfer of this agreement (see "Cancellation" below).** The membership rate quoted is a weekly rate and must be paid by direct debit which may be processed on or after the date due, but not before. It is your responsibility to make sure there are sufficient funds in your account.

Payments are guaranteed not to increase during the **initial period** unless required by law. After the **initial period** the rate may be increased by Whiti Cross WOD giving you at least 30 days' notice in writing which may be by email or text. If you do not wish to accept that increase you may cancel your membership but must do so before the first Direct Debit at the new rate.

When payment(s) are missed, you may not be able to enter the club until you have paid any overdue balance. If you do not pay at the club, any overdue amount will be added to your next Direct Debit. All costs associated with recovery of any missed payments will be added to any amounts due. This includes a \$15 administration charge, and all reasonable collection agency costs.

**Club rules and procedures:** You must comply with club rules and procedures at all times while using the club. These rules and procedures are designed to allow all members to get maximum benefit from their membership and may change from time to time. Copies are available, please ask one of our coaches for a copy. You must not carry out any illegal acts on club premises and you must comply with our health and safety requirements. You must respect staff and other members, and you must not take photographs in the club without our permission and the permission of every person in the photograph.

**Termination by you:** If you choose to terminate your contract within the Initial Term, then if you have a special discounted rate for agreeing to an Initial period you must pay us 30% of the remaining membership to cover our losses. Alternatively, you can ask us to transfer your membership to another person with our consent for the remainder of the initial term providing you pay a transfer administration fee of \$75, and that person complies with our usual membership requirements.

**Termination by us:** We may terminate your membership immediately if you carry out any activity which we reasonably consider to be illegal, offensive, dangerous to other people or to you, if you act in serious breach of club rules, or if at any time four or more payments are overdue. If we terminate because of your actions, we will not be liable to you in any way.

**Cancellation:** After the **initial period** you may cancel your membership by informing Whiti Cross WOD in person at the Club, or in writing which may be by email. Confirmation letters/emails/texts will be sent within seven days of receiving a cancellation request. Cancellation will take effect from your next direct debit date that is more than 7 working days after we receive your request.

**Freezes (Unlimited membership ONLY):** During the initial term you can suspend your membership and your payments as set out in the front page. Each freeze must be for at least 1 month/4 weeks. Your Initial Period will be extended by the length of freezes. After the minimum term you can suspend your membership by a maximum of 2 months in any period of 12 months of club use. A freezing administration fee of \$16 per month or part month will apply. If you use the club during a freeze period, your payments will restart immediately.

**General:** We may need to make changes to this membership agreement from time to time. We will give you one month's notice of any changes using email/text. Where we reasonably believe that a change will be detrimental to you (unless it is required by law) and you are still within the Initial Period we will offer you the right to cancel the contract. You may have other rights under the Consumer Guarantees Act, the Fair Trading Act or other consumer law. It is your responsibility to use this club safely, to take care of your own health and to take care of your own property.

Personal injury by accident in New Zealand is covered by the Accident Compensation Act.

**Liability:** Whiti Cross WOD involves physically challenging activities, including but not limited to, weight training, cardiovascular exercise, stretching and physical conditioning. In signing your registration form you agree to the following statement:

“I do not suffer from any disability that would prevent or limit my participation in this exercise program. I fully understand I may injure myself as a result of my participation and hereby release Whiti Cross WOD from any liability now or in the future, including but not limited to, the conditions listed such as, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, knee/lower back/foot injuries, and any other illness, soreness or injury, however, caused, occurring during or after my participation in Whiti Cross WOD training programme.”

Personal injury by accident in New Zealand is covered by the Accident Compensation Act.

**Parent or legal guardian signing for young members (less than 18 years old):**

In signing the registration form you agree: that you have read this contract and consent to the named person entering into it. You agree to become a party to this Membership Agreement and to be responsible for all obligations owed under it resulting from the person's use of the Club, including failure to meet any regular payment as set out on the first page.

**After the initial period, payments will continue until this Membership Agreement is cancelled by the member (see clause “How to cancel”).**

**Declaration:** I have read and understood the **Terms and Conditions** and understand that this is a legally binding document. All the details that I have given you are correct. I understand that if I do not give you the information you need my membership may be terminated, and that you will use my personal information for administration, credit and marketing purposes. I have the right to see my personal information and to ask for it to be corrected.