

# UNIVERSITY RECREATION WELLINGTON DIRECT DEBIT MEMBERSHIP TERMS AND CONDITIONS:

## PLEASE READ CAREFULLY

### Introduction

This Membership Agreement is between the Member (you) and University Recreation Wellington (we, us). It comprises these membership terms and conditions in conjunction with those of Debitsuccess.

### Contact options

For all queries regarding your direct debit membership with University Recreation Wellington please contact us via the following channels:

- By phone to 04 463 6614
- By email to [university-recreation@vuw.ac.nz](mailto:university-recreation@vuw.ac.nz)

## 1.0 FEES AND PAYMENTS

- 1.1 You agree to make all payments outlined in your membership agreement with University Recreation Wellington and Debit Success our payment provider. You acknowledge these include:
  - 1.1.1. The Administration Fee (\$15.00) which is payable by you on signing this Contract for administrative costs associated with your membership. You acknowledge that some of the Administration Fee may be paid by Debitsuccess to the Facility.
  - 1.1.2. Your selected and agreed weekly/monthly membership subscription amount.
  - 1.1.3. A default charge of \$14.95 which will be charged for each dishonoured payment. If a debit is returned by my Financial Institution as unpaid, I will be responsible for any fees and charges charged by the Business as a result, in addition to any Financial Institution charges and collection fees; and Debitsuccess may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.
- 1.2 I acknowledge that it is my responsibility to ensure my contact details and payment information is kept updated. Any enquiries or changes to these details can be actioned through a request to University Recreation.
- 1.3 I acknowledge that it is my responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I agree that I will be responsible for any fees and charges that may be charged by my Financial Institution and by the Business.
- 1.4 Payments will continue until you advise us of your cancellation of this agreement (including a 7-day notice period)
- 1.5 You must continue paying even if you do not use the facilities unless you request a hold or cancellation by completing the online request forms on University Recreations website.
- 1.6 You may alter the frequency of payments from weekly to monthly (and vice versa) and/or day to debit by requesting a change with University Recreation Wellington. However, any changes shall not affect the total amount you would otherwise be required to pay.
- 1.7 Within each 12-month period the rate may be adjusted once by University Recreation Wellington. You will receive at least 30 days' notice of any change in writing, which may be by email.
- 1.8 I acknowledge that any disputes regarding debit payments will be directed to University Recreation. If no resolution is forthcoming, I understand that I am to direct any such dispute to my Financial Institution.

## 2.0 USE OF THE FITNESS FACILITIES

- 2.1 You shall:
  - (a) comply with any reasonable rules and conditions of the Facility relating to the Services; and
  - (b) make any payments required under this Contract when due
- 2.2 Your membership gives you the right to use the fitness facilities at Kelburn and Pipitea during normal opening hours on the terms of this Agreement (conditional on your type of membership i.e., "Fitness Studio", "Group Exercise Classes", or "Combo"). It does not cover additional costs like food or drink, special classes or personal training, which you must pay for separately.
- 2.3 We will take all reasonable care to ensure that facilities are available during normal opening hours, but at times circumstances beyond our control may mean that equipment or services are unavailable.
  - 2.3.1 The Group Exercise timetable is subject to change. Please note there will be a reduced timetable during our off-peak periods.
  - 2.3.2 University Recreation Wellington is closed for public and university holidays.
  - 2.3.3 University Recreation Wellington has reduced hours during our off-peak periods.
- 2.4 Members of the Fitness Studio **MUST SWIPE** their ID cards on every occasion to gain entry to either the Kelburn or Pipitea Fitness Studios. Failure to do so may result in your membership being terminated. Group Exercise members must be able to produce their ID card with membership sticker to gain entry into classes.
- 2.5 Members who lend their ID card to another person for use or provide access to the facility to others, may have their membership suspended and/or terminated by the University.
- 2.6 At any time whilst in the facility staff may request that you produce your membership card.
- 2.7 Appropriate clothing and footwear must be worn when in the Fitness Studio or Group Exercise Classes.
- 2.8 All fitness members must be 16 years or older.

## 3.0 RULES AND PROCEDURES

- 3.1 You must comply with University Recreation Wellington's rules and guidelines at all times while using the fitness facilities. These rules and guidelines may change from time to time. Rules and guidelines can be viewed in the Fitness Studio and Group Exercise spaces at both Pipitea and Kelburn.
- 3.2 You must not carry out any illegal acts on University Recreation premises
- 3.3 You must comply with all health and safety requirements.
- 3.4 You must respect staff and other users.
- 3.5 Photography is not permitted within the facility without permission from University Recreation Wellington staff.
- 3.6 Fitness facilities are for personal use only. You must not provide training to a third party (members or otherwise) within the facilities.

#### 4.0 TERMINATIONS, HOLDS AND TRANSFERS

- 4.1 **Termination by you:** You may cancel your membership at any time by completing an online cancellation form request available from University Recreation's website. There is a 7-day notice period for cancellations. Confirmation of cancellation will be sent to you within 7 days of submitting your cancellation request. Please note Direct Debit cancellations include a 7-day notice period, so depending on your payment cycle you may have one to two payments remaining once you have submitted your cancellation form.
- 4.1.1 Cancellation of accounts with an overdue balance cannot be complete until all overdue fees have been settled by the member.
- 4.2 **Termination by us:** We may terminate your membership immediately if you carry out any activity that is illegal, offensive, dangerous to other people or to you, or if you act in serious breach of facility rules. If we terminate because of your actions, we will not be liable to you in any way.
- 4.3 **Membership hold:** You can suspend your membership for a minimum of 2 weeks and a maximum of 16 weeks on two occasions during each 12-month period of your membership. When the stated hold period or maximum 16 weeks has passed, the membership will automatically be restarted. Holds are not valid for Membership Specials.
- 4.4 **Membership transfer:** Memberships may not be transferred.
- 4.5 **Cooling off period**
- You can cancel your Membership Agreement during your Cooling-Off Period.
  - In this Membership Agreement "Cooling-Off Period" means five (5) business days from the date you activate your Membership Agreement by completing University Recreation Wellington's membership sign up process
  - If you cancel during the Cooling-Off Period, we will then cancel your Membership Agreement and refund you:
    - Full payment members – your total membership fee, less a \$15 administration fee
    - Direct debit members – your first direct debit payment, less the \$15 administration fee

#### 5.1 GENERAL

- 5.1 Your copy of this agreement can be found on our website.
- 5.2 You may have other rights under the Consumer Guarantees Act or other consumer law.
- 5.3 It is your responsibility to use the fitness facilities safely and to take care of your own property. Personal injury by accident in New Zealand is covered by the Accident Compensation Act.
- 5.4 It is your responsibility to ensure you are fit to engage in physical activity and have notified us of any medical conditions that may impact your ability to exercise safely.
- 5.5 The University reserves the right to remove members from any Recreation facilities or cancel their membership if any of these rules or any Victoria University of Wellington policy (including but not limited to Staff or Student Conduct Policies) are breached.
- 5.6 Public spaces within University Recreation are under security camera surveillance.
- 5.7 Please note, when joining University Recreation Wellington, it is the responsibility of the member to ensure the fitness facilities are satisfactory to their needs.
- 5.8 University Recreation reserves the right to include your name on our Most Active monthly members leader boards, displayed in our Fitness spaces and member newsletters. If you do not wish to have your name included on these lists, please email [university-recreation@vuw.ac.nz](mailto:university-recreation@vuw.ac.nz)
- 5.9 Electronic communications – You agree that University Recreation Wellington and/or Debtsuccess may communicate with you electronically (including via the email address the member has provided) in relation to this Contract, understanding that at times these communications will contain confidential and or commercially sensitive information. University Recreation Wellington and/or Debtsuccess will take all reasonable steps to mitigate any risk of unauthorised access or disclosure of confidential information but cannot guarantee that such communications will not be intercepted or read by an unintended recipient.



clubs

sports

fitness