

# UNIVERSITY RECREATION WELLINGTON DIRECT DEBIT MEMBERSHIP TERMS AND CONDITIONS:

## PLEASE READ CAREFULLY

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

### 1.0 USE OF THE FITNESS FACILITIES

- 1.1 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.
- 1.2 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.
  - 1.2.1 The Group Exercise timetable is subject to change. Please note there will be a reduced timetable during mid-trimester breaks and Trimester 3.
  - 1.2.2 University Recreation Wellington is closed for public and university holidays.
  - 1.2.3 University Recreation Wellington has reduced hours during Trimester 3.
- 1.3 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.
- 1.4 Members who lend their ID card to another person for use, may have their membership suspended and/or terminated by the University.
- 1.5 Appropriate clothing and footwear must be worn when in the Fitness Studio or Group Exercise Classes.

### 2.0 FEES AND PAYMENTS

- 2.1 You agree to make all payments outlined in your contract.
- 2.2 Payments will continue until you advise us of your cancellation of this agreement (including a 7-day notice period)
- 2.3 You must continue paying even if you do not use the facilities.
- 2.4 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.

### 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 Victoria 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 a cancellation form from Victoria Recreation. 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 payments are in arrears, so you may have one to two payments remaining once you have submitted your cancellation form.
- 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 4 weeks and a maximum of 16 weeks 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. There is a 7-day notice period for holds.
- 4.6 **Membership transfer:** Memberships may not be transferred.

### 5.0 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.



clubs

sports

fitness