

Terms and Conditions

All membership standards contained herein apply equally to members, temporary members, and guests alike.

The Organisation

All reference to the 'Organisation' refers to Health, Strength & Performance (HSP), its staff, employees, and representatives. Facilities refer to the equipment, showers, changing rooms, toilet facilities, kitchen, shared workspace, and fitness floor where applicable.

Members of the organisation are bound, as a condition of membership, to comply with the standards set out below. This is to ensure that the facility is properly and safely used and that all members have full advantage of them without interfering with the enjoyment of others.

The organisation may withdraw use of all or part of the facilities for the purpose of undertaking maintenance work or any other work considered necessary for a set period.

Membership

All memberships are Non-Transferable & Non-Refundable. All members must be over 16 to use the facility and services unless supervised by a professional.

By joining the organisation, members automatically accept and agree to be bound by these Terms and Conditions of membership.

Entry will only be permitted to those with a valid membership, in date and in credit. If you have an amount due to be paid on your account, you won't be able to enter the building until the balance is paid.

Bringing non-members into the facility outside of staffed hours is not acceptable. If you do not comply, you will be required to pay a fee. If this becomes a reoccurring issue your membership may be cancelled. Guests may enter the facility under a one-day pass during staffed hours.

As a member you agree to comply with the standards of the organisation with regards to use of the facility, opening hours and your conduct. The organisation may make reasonable changes to these rules, from time to time, provided the organisation gives notice of these changes.

You may, at your own discretion and expense, obtain personal insurance for loss, injury, or damage that you might sustain arising from use of the facility. You exercise at your own discretion and accept any injury or illness brought on by exercise is your own responsibility.

Members wishing to report on accidents, incidents, or problems with services within the facility should contact Jacom Donaldson on 02108308394 or email healthstrengthperformance@gmail.com in confidence.

In the event of a breach of membership standards and regulations the organisation reserves the right of admission and may reserve the right to require any member or guest to leave the premises. Any member found in breach of these standards or committing an illegal act, including theft, will be asked to permanently leave the facility, and be barred from ever entering the facility again.

Payment

Upon signing up you are required to pay the initial fee to cover the costs of the induction, health assessment, swipe card and first week's membership. After your first week you are then required to set up an automatic payment to cover your weekly membership fee of either \$35 per week, \$110 per 4 weeks, or a one off payment of \$700 (dependent on payment preference) via internet banking using the given bank account you've stated on page one of this agreement. As a means of tracking payments, the organisation will send out weekly invoices to your given email, if you prefer to not set up an automatic payment method, please use this as a weekly reminder. Standard membership is a 6-month contract which can be extended.

If you choose to cancel your membership during this period you will be invoiced a cancellation fee of \$120. This contract is non-refundable and non-transferable. After the agreed term, you will have the option of reinstating your standard membership, transfer to a standard membership, or you may choose to discontinue it.

In the event of failure to pay your membership, an email will be sent to your email address. Failure to respond to this email or pay the outstanding balance within a reasonable timeframe will result in your swipe card being temporarily deactivated until the balance is paid. If you use the facility during this temporary membership suspension you will be required to pay a one-day fee of \$20 each time you use the facility during this time. If this becomes an ongoing issue the organisation will seek legal advice.

How to cancel

After the agreed term you may cancel your membership free of charge by informing the organisation by email or by speaking to a staff member. If you reach out via email a cancellation confirmation email will be sent within seven days of receiving a cancellation request. Cancellation will take effect from your next automatic payment date that is more than 3 working days after we receive your request.

If you wish to put your membership on hold during the initial term you can suspend your membership and your payments after communicating with a staff membership in person or via email. Each hold period must be for at least 1 month/4 weeks. Your initial period will be extended by the length of the hold period. After the minimum term of 1-month you can suspend your membership by a maximum of 4 months in any period of 6-months of faculty use. A holding administration fee of \$20 per month will apply. If you use the facility during a hold period, your payments must restart immediately unless you communicate with the organisation in advance.

Opening hours

The facility is open 24/7. However, the organisation reserves the right to vary the opening hours as considered necessary for the proper operation of the facility. Notice will be given prior if changes are made.

Guests

Guests who are invited may use the facility and services of the organisation, by purchasing a one-day gym pass. There is no limit to the number of one-day passes a person can purchase and use.

Safety and hygiene

Throughout the course of your membership with the organisation, regular health and medical screening will be conducted by staff. Members are encouraged to seek medical advice and screening from their general practitioner in addition to the assessments provided by HSP staff.

Before using the facility, you will be taken through an induction and introductory session with one of the staff. Followed by further paid sessions as necessary to ensure that you understand the equipment and adopt a safe training regime that suits your needs. The booking and payment of additional sessions can be arranged by enquiring at reception.

It is necessary that all members and guests of the organisation wear appropriate, clean attire and closed in footwear when using the gym.

If you feel dizzy, faint, unwell or feel any unusual pain then you must stop exercising and inform a member of staff immediately. If necessary, contact a medical practitioner or call 111. If any medical information has changed you must inform a staff member so it can be updated on your client medical information.

Members cannot train in the facility without a towel. In the interest of hygiene, members must wipe down each piece of equipment with a disinfectant spray after use. Sanitation and cleaning stations will be located and indicated throughout the gym.

Gym users are advised to inform the instructor of any injuries, pains, or concerns prior to training or personal training sessions starting. If an injury or incident occurs while you are training, please inform a staff member in person or call Jacom Donaldson on 02108308394. This will be investigated and recorded on the injury/incident register. Steps will be taken to ensure your continued safety.

Disclaimer of liability for legal declarations

If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason, then to the extent and within the jurisdiction in which that term is illegal, invalid, or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall stand, remain in full force and effect. We refuse to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action.

These terms shall be governed by and interpreted in accordance with the laws of New Zealand.

Upon signing this agreement, you hereby agree to the terms and conditions detailed above.

Signature: _____ Date: / /