

HABITAT FOR FITNESS

12 MONTH MEMBERSHIP TERMS



YOUR MEMBERSHIP AGREEMENT HAS A MINIMUM INITIAL COMMITMENT PERIOD OF FIFTY-TWO WEEKS FROM THE START OF THE FIRST FORTNIGHTLY BILLING PERIOD FOLLOWING YOUR MEMBERSHIP START DATE SET OUT IN YOUR MEMBERSHIP APPLICATION FORM AND IT AUTOMATICALLY RENEWS FOR FURTHER TWO WEEK COMMITMENT PERIODS UNLESS TERMINATED UNDER PARAGRAPHS 4.1 OR 8.

1. THE AGREEMENT BETWEEN YOU AND US

1.1 Your membership

These Terms, together with the Club Rules and the following completed documents:

- a) your Membership Application Form;
- b) your Payment Authority;
- c) your Health Check Waiver;

make up all of the terms of a Membership Agreement (“Agreement”) between, the member(s) named in this account (“you”), and Habitat For Fitness Limited (“us”). It is important that you have read and understood all of the terms and conditions of the Agreement before agreeing to these Terms. If you have any questions please ask us.

1.2 Corporate members

If you are eligible for a corporate membership, you will also have to produce proof of your corporate identity to us. If you fail to produce this corporate identity to us we may ask you to reimburse us for any discounts you have received when joining. Extra or different terms (“Corporate Terms”) might apply to you because of the corporate membership agreement between us and your employer. Corporate Terms form part of the Agreement between us, as well as the documents listed in paragraph 1.1 above.

2. YOUR TYPE OF MEMBERSHIP, YOUR HOME CLUB AND OTHER CLUBS

You are becoming a member of Habitat For Fitness (a “12 Month Member”) under the membership type agreed upon in your Membership Application. Your membership entitles you to use the facilities available at your Home Club. “Club” means any Habitat For Fitness in operation. You may use the facilities of any other Club in New Zealand in accordance with our Reciprocal Rights Policy.

3. WHEN WILL YOUR MEMBERSHIP START?

Your membership will start on the Membership Start Date (“Membership Start Date”) set out in your Membership Application, provided that:

- a) you have agreed to these Terms, your Membership Application, and your Payment Authority;
- b) you have completed a Health Check Questionnaire and, if applicable, provided any other medical details of your health and fitness to our satisfaction; and
- c) we have received your Total Upfront Payment as set out in your Membership Application.

4. HOW LONG WILL YOUR MEMBERSHIP LAST?

4.1 Commitment Periods

Your Commitment Periods include an Initial Commitment Period and may also include Ongoing Commitment Periods. As a 12 Month Member you are committed to a minimum initial period of membership of 12 months from the start of the first fortnightly

billing period following your Membership Start Date set out in your Membership Application Form (“Initial Commitment Period”) such that:

- a) if your Membership Start Date is the first day of a fortnightly billing period, the period of fifty-two weeks from your Membership Start Date; or
- b) if your Membership Start Date is on any other day than the first day of a fortnightly billing period, the period including the rest of that fortnightly billing period plus fifty-two weeks from the first day of the next fortnightly billing period. On completion of your Initial Commitment Period on the end date set out in your Membership Application Form, your membership will automatically renew for further two week Commitment Periods (“Ongoing Commitment Periods”) unless your membership is terminated in accordance with paragraph 8 or you provide us with notice that you wish for your membership to end on the expiry of the Initial Commitment Period which we must receive at least 4 days prior to the end of your Initial Commitment Period. Each Ongoing Commitment Period will begin on the first day after your previous Ongoing Commitment Period ends.

4.2 Can you suspend or “freeze” your membership?

If you wish to suspend or “freeze” your membership you may notify us of your request in writing or by completing a Change Form. You will also have to pay the non-refundable Freeze Fee set out in your Home Club price list current at the time you freeze your membership. Your Home Club receptionist will be able to confirm to you the periods of freeze available during your membership. During your Initial Commitment Period your membership may be frozen only in blocks of one whole fortnightly billing period (i.e. a minimum of 2 weeks) but cannot be frozen for only a part of any fortnightly billing period (the “Freeze Period”). If you freeze your membership during the Initial Commitment Period, your Initial Commitment Period and the Initial Commitment Period end date set out in your Membership Application Form will be extended by the Freeze Period. After the Initial Commitment Period, you can also freeze your membership for one or more consecutive whole fortnightly billing periods (i.e. a minimum of 2 weeks) but your membership cannot be frozen for only a part of any fortnightly billing period. You can notify us at any time that you would like to freeze your membership but your Home Club must receive your written notice at least 4 days (i.e. by close of business Sunday) prior to the start of the first fortnightly billing period you wish to freeze. You will not be able to use any Club while your membership is frozen.

4.3 What happens if you change your mind?

You may notify us by completing a Cancellation Form at your Home Club, that you wish to cancel your membership within 7 days starting on the date that you sign these Terms (“Cooling Off Period”). If you do so, we will refund your Total Upfront Payment and any Membership Fees which you have paid to us after you return your Membership Card, gifts and any other documentation which we have provided to you upon joining. If you have used your membership during the Cooling Off Period, we will refund those amounts set out above, less the applicable visitor fee for each visit, the fees for any personal training or other Club services you have received and a reasonable administration charge.

5. MEMBERSHIP FEES AND OTHER FEES

5.1 Start Up Fee

Other than as stated in paragraph 4.3 the Start Up Fee stated in your Membership Application is non-refundable and is payable by you when you sign these Terms. If your membership is terminated for any reason and you subsequently wish to rejoin any Club you will need to pay the Start Up Fee and Membership Fees applicable to the Club at that time.

5.2 Membership Fees

As a Habitat For Fitness member you are personally responsible for payment to us of the Membership Fees and any other ongoing payments set out in your Membership Application Form as they fall due.

As a 12 Month Member, your Membership Fees are payable for the whole of your Initial Commitment Period at the total cost set out in your Member Application Form. Your Membership Fees are due for the whole of each fortnightly billing period even if your membership is terminated during that fortnightly billing period (unless you have terminated under paragraph 8.2(b)). If your first fortnightly period includes a partial fortnightly billing period, your Membership Fees for that period will be calculated on a proportional basis according to the number of days remaining in that fortnightly billing period. Membership Fees vary depending on your type of membership. You must pay the Membership Fees applicable to your Home Club and your Membership Type at the relevant time. You may only pay your Membership Fees in advance by direct debit or periodic credit card authority under your Payment Authority. No other form of payment will be accepted. You will not be allowed to access the Club if your Membership Fees remain outstanding. We will collect any outstanding amounts and any charges we incur from late payment through your Payment Authority. If you have a genuine dispute in relation to the collection of outstanding amounts or the charges we incur, please contact us in accordance with the dispute procedure set out in the Payment Authority.

5.3 Changes to Membership Fees

Your Membership Fees are fixed for the Initial Commitment Period unless you change your Home Club during the Initial Commitment Period upon which the Membership Fees applicable at your new Home Club at the date of your Home Club transfer will apply for the remainder of your Initial Commitment Period. You will also be required to pay the relevant Transfer Fee set out in your Home Club price list. Upon the expiry of the Initial Commitment Period your Membership Fees will be updated to the Membership Fees then applicable at your Home Club at that time. This may result in an increase to your Membership Fees after the Initial Commitment Period. We will give you at least 14 days' notice of any change and the date from which the change will apply by emailing you at the email address you have provided to us. After the Initial Commitment Period, if you do not wish to accept an increase in your Membership Fees you may terminate your membership in accordance with paragraph 8.1. If you do not terminate your membership you will be required to pay any revised Membership Fees from the date from which the change becomes effective and your direct debit payments or credit card payments will be amended accordingly.

5.4 Other membership fees and charges

Any fees or charges that may be payable for additional services and facilities, such as Freeze Fees, Guest Fees, Replacement Membership Card Fees, Personal Training Fees, Transfer Fees, and Failed Payment Fees will be set out in the Home Club price list (as may be amended by us from time to time) available at the

Reception of your Home Club. Such fees may be added to your direct debit payment by giving you at least 14 days' notice of any change and the date from which the change will apply by emailing you at the email address you have provided to us.

6. CAN YOU TRANSFER YOUR MEMBERSHIP TO ANOTHER PERSON?

No, transfer from one person to another is not permitted. Your membership is personal to you.

7. MEMBERSHIP TYPE

Membership types may vary from Club to Club.

7.1 Can you change your Membership Type or Home Club?

Yes, you may change your membership to another Membership Type as long as you qualify for the new Membership Type and you serve any remaining period of your Initial Commitment Period under that new Membership Type. You can also change your Home Club to another Club in accordance with our Reciprocal Rights Policy. You must complete and provide to your Home Club a Change Form and pay the relevant Transfer Fee and Membership Fees applicable to the new Membership Type and/or Home Club as current at the time of your request. Certain Membership Types may not be available at every Club. Your Home Club must receive notice of any change to your Membership Type or Home Club at least 4 days prior to the start of the fortnightly billing period (i.e. by Sunday close of business) from which you want the change to be effective. Student membership rates are only available to full time students. If your student status changes you must notify us immediately and we reserve the right to update your Membership Fees, even if you are in your Initial Commitment Period.

7.2 Access

Certain membership types may have restricted access times, refer to the Price List at your Home Club to see which of these apply.

7.3 Facilities

We may need to adjust the availability of certain facilities at your Home Club on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. If your Home Club is not available for more than seven days in a row, you can ask us for a credit against your membership fees for the period that your Home Club is not available provided you do not use any other Club during that period.

8. HOW CAN YOUR MEMBERSHIP BE TERMINATED?

8.1 Termination by you after the Initial Commitment Period

After the Initial Commitment Period you may give us notice to terminate your membership by completing a Cancellation Form at your Home Club which we must receive at least 4 days (i.e. by close of business Sunday) prior to the date of the fortnightly billing period that you wish to stop the renewal of your membership for fortnightly Ongoing Commitment Periods.

8.2 Reasons for ending your membership early

- a) If you wish to terminate your membership prior to the completion of your Initial Commitment Period you may do so by completing a Cancellation Form at your Home Club however a fee of the lesser of the early termination fee set out in your Membership Application Form or the amount outstanding by you under this Agreement will be payable ("Early Termination Fee"). The Early Termination Fee must be paid by you on completion of a Cancellation Form at your Home Club in order for your termination to

be processed. Your termination will take effect from the first fortnightly direct debit date after we receive your Cancellation Form and Early Termination Fee.

- b) You may terminate your membership immediately by completing a Cancellation Form at your Home Club within 30 days of any of the following occurring:
- i. We increase your Membership Fees other than in accordance with paragraph 5.3.
 - ii. We change the physical location of your Home Club.
 - iii. We close the whole of your Home Club for any reason for a period of 30 days in a row or longer.
 - iv. We make changes to these Terms or the Club Rules under paragraph 10 that significantly reduces the benefits of your membership.
 - v. We breach any terms of this Agreement and fail to rectify that breach within 14 days of you giving us notice to do so.
- c) You may also terminate your membership by completing a Cancellation Form at your Home Club within two months of any of the following occurring:
- i. You are unable to use a Club because of a genuine and serious illness or injury for a period of at least two calendar months. You must provide reasonable professional evidence of your illness or injury such as a doctor's certificate or a letter from a hospital which must outline specifically how your condition prevents you from using a Club for two calendar months or more. Your membership will terminate at end of the current fortnightly billing date provided that we receive your notice at least 4 days (i.e. by close of business Sunday) prior to the start of the next fortnightly billing date.
 - ii. You become bankrupt and provide us with reasonable evidence such as copies of Court documentation or orders. Your membership will terminate at the end of the current fortnightly billing date provided that we receive your notice at least 4 days (i.e. by close of business Sunday) prior to the start of the next fortnightly billing date.

8.3 Termination by us

We may terminate your membership immediately by emailing or writing to you at the contact addresses we have on our records if:

- a) you commit a serious or repeated breach of these Terms or the Club Rules;
- b) you otherwise breach these Terms or the Club Rules and the breach, if capable of remedy, is not remedied within 14 days of us giving you notice to do so and informing you that your membership will be terminated if you fail to do so;
- c) If any part of your Membership Fees remains unpaid 28 days after falling due;
- d) If you provide us with details which you know to be false when applying for membership and these false details may have affected our reasonable decision to grant you membership.

If we terminate your membership for any of these reasons we may (without limiting any other right or remedy) recover any other reasonable costs and expenses we incur as a result of your breach and to collect the full amount of Membership Fees for the remainder of the then current fortnightly billing period, any arrears and any applicable Early Termination Fee.

8.4 Collection of fees

We will collect any Membership Fees and fees (including any applicable Early Termination Fee) that are outstanding when your membership is terminated. We may use a third party to assist in the collection of outstanding fees.

9. WHAT ARE THE CLUB RULES?

The Club Rules govern your use of a Club. In becoming a member you agree to comply with the Club Rules which are binding rules that apply to all members, guests and visitors. You are also responsible for the conduct of your guests and visitors while they are using the Club. Up-to-date Club Rules will be available at your Club.

10. CHANGES TO THESE TERMS OR THE CLUB RULES

We reserve the right to make reasonable amendments to these Terms or the Club Rules at any time. We will give you at least 14 days notice by emailing or writing to you to tell you that changes are being made and that you may see the amended Terms or Club Rules at our website or at the Club. If any amendment to these Terms or the Club Rules materially reduces the benefits of your membership you have the right to terminate your membership under paragraph 8.2.

11. HOW YOU SHOULD CONTACT US?

Any written notice or completed form provided to your Home Club must be sent by post or email, or given in person at reception; with exception of a termination by you (see paragraph 8). Full contact details are available at your Home Club's reception. Only notices delivered to us in one of these ways will be considered valid notice.

12. RISK AND YOUR HEALTH

Exercising and using Club facilities may involve the risk of injury and you exercise and use the Club facilities at your own risk. Please monitor your physical condition at all times and exercise to a level that is appropriate given your knowledge of your health and any medical advice you have obtained. If any unusual symptoms occur immediately stop what you are doing and notify a staff member.

13. LIABILITY

13.1 Recreational Activities

In the course of exercising or engaging in any Recreational Activities while using any Club facilities, if you are death or injury occurs, we will not be liable except to the extent caused by our gross negligence. In this paragraph:

• **gross negligence**, in relation to an act or omission, means that the act was done or omitted to be done with reckless disregard, with or without consciousness, for the consequences of the act or omission; and

• **recreational activities**, means your participation in a sporting activity or a similar leisure time pursuit or your participation in any other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purposes of recreation, enjoyment or leisure.

13.2 Parent or guardian consent

If you are under 18, a parent or guardian will need to sign on your behalf to consent to you becoming a member and will be responsible for your obligations under the Agreement, unless we waive this requirement. By agreeing to these Terms and Conditions you are acknowledging that you are not under 18. If you are under 18 and wish to join, your parent or guardian will need to complete your Membership Application in person at the Club.

14. OTHER BITS

You must keep us up to date with your contact details by completing a Change Form and giving it to your Home Club if your contact details change. In the event that we do not receive a Change Form from you and your contact details change, notice given by us to the email or other address we have on our records for you will constitute valid notice to you under these Terms.

We may transfer our rights and obligations (or both) under this Agreement, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If the other organisation fails to provide the same (or equivalent) facilities and services we provided, you may end your membership upon completing a Cancellation Form. All undefined terms used in this document have the meaning set out in the Membership Application.

If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights. Also if we fail to notice or act if you break any of the terms of this Agreement, this does not mean that your behaviour is acceptable. If a Court decides that a term of this Agreement is not valid or cannot be enforced, that term will not apply but this will not affect the rest of the Agreement.

15. YOUR PERSONAL INFORMATION

We take the privacy of our members seriously and our Privacy Policy explains the ways in which we collect, use, store, protect and disclose your personal information. We collect personal information from you to provide you with our services, to administer your membership with us and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you, including through your Membership Application, a Change Form, Health Check Waiver, and in the course of our other communications with you, which may occur through our website or when you call or contact our staff. If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer your membership with us or conduct some or all of the other activities described in our Privacy Policy. With your consent, we may also collect personal information which relates to your physical health or condition, including (without limitation) when you complete our Health Check Waiver, so that we can assess your general health, wellbeing and your readiness for physical exercise and for the other purposes set out in our Privacy Policy. If you do not provide this information, you will not be able to use our club. If we believe you have any health issue or if our Health Check Waiver is not fully completed, we may require you to obtain a medical certificate before we consider your application further. In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related bodies corporate and to other persons or entities as outlined in our Privacy Policy. Should you default on payments due to us we may disclose your personal information by notifying the default to a credit reference agency or other third party to obtain payment from you. Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law. Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact the Habitat For Fitness Director using the following details:

Email: amanda@habitatforfitness.co.nz
Address: Habitat For Fitness, 399 New North Road,
Kingsland, Auckland 1021, NZ

BY SIGNING/AGREEING TO THE BELOW, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND YOU CONSENT TO THE TERMS AND CONDITIONS WITHIN IT.

Do not sign/agree until you have read these Terms and the other documents listed in paragraph 1. If there is anything you do not understand, please ask us for an explanation before you sign. If you are under 18, a parent or guardian will need to sign below to give their permission for you to become a club member. Your parent or guardian will be responsible for your obligations under the Agreement and must sign below to say they accept these Terms and the Club Rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Agreement. In particular your parent or guardian will be responsible for paying all payments due under your membership. You agree that your parent or guardian will be the only person we will discuss your membership with unless they authorise another person (including you).

The Agreement between you and us will come into force when you sign these Terms (even if a Habitat For Fitness Representative is not named or do not sign them).

Name of member _____

Signed (member) _____

Date _____

If you are **under 18**, a parent or guardian will need to sign below to consent to you becoming a member and will be responsible for your obligations under the Agreement, unless we waive this requirement.

Name of member under 18 _____

Name of Parent/Guardian _____

Signed (Parent/Guardian) _____

Date _____

Habitat For Fitness Limited

Name of Habitat For Fitness Representative

Signed (for identification purposes only)

(Habitat For Fitness Representative)

Date _____

Note that the Agreement between you and us will come into force upon you signing these Terms even if a Habitat For Fitness Representative is not named or does not sign them.