

# TERMS & CONDITIONS

## DEFINITION:

- "You" – the customer/caregiver and signee
- "Us" – Ashburton District Council and EA Networks Centre
- "Subscription" – Membership type chosen by customer
- "Senior" – 65 years and over
- "Student" – Must provide current full time student ID
- "Adult" – 19 - 64 years
- "Child" – 5 - 13 years
- "Child under 5" – 0 - 4 years
- "High School" – Student - 14 - 18 years.

## USE OF FACILITIES:

- You are entitled to use the facilities dictated by your subscription type during the normal opening hours of the EA Networks Centre which may be changed at any time by us at our discretion. **At times we may close or limit the available facilities due to maintenance, health and safety requirements or for event bookings.**
- You must comply with the rules for the use of the EA Networks Centre facilities.
- You must act with courtesy towards other users at all times.
- The rules may be changed at any time by us at our discretion.
- The rules will be displayed in the facilities and/or our website. A copy of the rules will be available upon request.
- You are required to have your photo taken for identification purposes.

## TERMS APPLYING TO YOUR UPFRONT/CONCESSION CARD INCLUDE:

- You must pay the fee for the upfront subscription/concession card elected on your form when you complete the form.
- Your subscription is for the period elected on your form from the join date specified (and from any subsequent renewal date if renewed by you) unless either you or we terminate your subscription as permitted under these terms and conditions.
- If there has been a change in your subscription fee, such change will take effect when you next renew your subscription.
- You may assign your subscription to another person once we have agreed to that assignment and they have signed a subscription form and paid us an administration charge of \$5.00.
- Concession cards have a one year expiry.

## TERMS APPLYING TO YOUR DIRECT DEBIT SUBSCRIPTION INCLUDE:

- All direct debit memberships have a four week minimum period.
- If you have a subscription, you may put your subscription on hold for a defined period, please ask for details regarding this. To do so, you must pay us an administration charge of \$5.00.
- All holds will incur a \$5 HOLD FEE
- Direct Debit memberships may be cancelled with ONE PAYMENT PERIODS NOTICE after the minimum period has passed (four weeks). This will include payment of final payment period's fees.

## OTHER PAYMENT TERMS

- All subscription fees may be subject to change. Such changes will take effect when you next renew your membership. These changes will be notified publicly within the facility.
- All subscription fees are inclusive of GST. A tax receipt is available on request.
- The definition of a casual pass is for **1 Visit** not a whole day pass.
- A rejoin fee of \$49 applies to cancelled members.

## CHANGES:

- Changes to the general terms and conditions shall be notified publicly within our facilities. Such changes will take effect immediately upon notification and override these terms and conditions without agreement from you the customer.

## TERMINATION:

- We can terminate your membership immediately without notice under the criteria below;
- for any breach of these terms and conditions, or for breach of the rules; or
- if, at our sole discretion, you bring us into disrepute or have not complied with the law.
- You can terminate your upfront subscription at any time. You are not entitled to a refund if we or you terminate your upfront subscription.

## HEALTH AND SAFETY:

- All members are required to complete an EA Networks Centre PAR-Q form to disclose any health related information.
- Your safety is your responsibility. If you have any questions or concerns about exercising safely you should see your doctor.
- We will comply with our obligations under health and safety legislation.
- To assist us to maintain the equipment in a safe condition, please advise of anything you observe which needs our attention.
- You are expected to comply with all of our instructions. Fitness advice within the EA Networks Centre will only be given by trained fitness professionals.

## UPFRONT CONCESSION CARDS:

- We will issue you with a concession card. This is personal to you and may not be used by any other person.
- All concession cards have the following expiry dates
- 10 visit cards – 1 year expiry

## LIABILITY:

- We will comply with our obligations under the Consumer Guarantees Act 1993.
- Except as provided by statute, we are not responsible for any injury you may suffer during or after exercising on our premises.
- We are not liable in contract or tort or otherwise except as provided by the Consumer Guarantees Act for the damage to or loss of your personal property.

## PRIVACY:

- Personal information about you on your subscription form will be used and held by us for administration of your subscription. This includes notifying you of any changes at the facilities, any changes to these terms and conditions, and any other services available to you as a member.
- In accordance with the Privacy Act, you are entitled to access and correct the personal information held about you.
- Unless you opt out your information may be used by us for marketing purposes.
- Your photo will be taken upon issue of membership or concession card.

## ACCESS:

- You must produce your card at the gates depending on pass type to access the facilities. If you lose your card, you will need to pay \$5 for a replacement.
- Your card is for your use only and is not to be shared or copied with anyone else.

***By purchasing a membership, concession card or other form of service you agree and accept the above terms and conditions.***