



## Terms & Conditions of Use

Last updated: 22 August 2017

By purchasing a membership, concession card or other form of service, you agree and accept the following terms and conditions. These are applicable to all users of the Westland Recreation Centre.

### Definitions

|                      |  |
|----------------------|--|
| <i>You</i>           | the customer and signee                            |
| <i>Us / We / Our</i> | Westland Recreation Centre & Grey District Council |
| <i>Subscription</i>  | membership type chosen by you                      |
| <i>Senior</i>        | 65 years and over                                  |
| <i>CCH</i>           | Community Services Card Holder                     |
| <i>Student</i>       | current full time student - ID must be provided    |
| <i>Adult</i>         | 18 to 64 years                                     |
| <i>Child</i>         | 5 to 17 years                                      |
| <i>Pre-schooler</i>  | newborn to 4 years                                 |

### Terms applying to your use of the facilities include:

- You are entitled to use the facilities dictated by your subscription type during the normal opening hours of the Westland Recreation 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 Westland Recreation 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 subscription include:

- You must pay the upfront subscription fee for the whole subscription period elected on your form when you sign the form.
- Your subscription is for the period elected on your form from the join date specified on your form (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.
- If you have an upfront subscription, you may put your subscription on hold for a period of between two weeks and two months - please ask for details regarding this. To do so, you must pay us an administration charge of \$10.
- 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 \$10. Note: Reassignment is available for upfront subscriptions only.

### Terms applying to your direct debit subscription include:

- All direct debit (Pay as You Go) memberships have a three-month minimum period. If you cancel your membership or stop your payments before the three-month period is up, you will still be liable for payment to the end of the minimum term.
- Direct debit payments will be deducted from your nominated bank account on a weekly basis on a Thursday.
- All direct debit memberships may be put on hold for a period of between two weeks and two months.
- All holds will incur a \$10 HOLD FEE.

- Pay as You Go memberships may be cancelled with seven days' notice after the minimum period has passed. This will include payment of final payment period's fees.
- After the three-month minimum membership period your direct debit will continue unless you cancel your membership. No membership on a direct debit will be cancelled by the Westland Recreation Centre unless requested by the member (note: exceptions may apply for continued bounced payments or failure to comply with Centre rules).
- Only one change allowed within the first three months of membership.
- Thereafter one change allowed after every six months.
- Any bounced direct debit payments will need to be made up. If your payment bounces more than three times, your direct debit will be cancelled.

### Other payment terms

- Payment will not be accepted by any means other than cash, eftpos, credit card, cheque, direct credit or direct debit.
- If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment. Payment of the disputed portion may be withheld provided the matter is brought to our attention immediately and a letter of explanation setting out the particulars of the dispute is sent to us within seven days of the dispute arising. We reserve the right to suspend delivery of further goods and/or services if the terms of payment are not strictly adhered to by you.
- 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 one (1) visit, not a whole day pass.

### Changes

- Changes to the general terms and conditions of subscriptions 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. Hardship criteria may apply.

### Health and safety

- All members are required to disclose any health related information. It is recommended that users consult their doctor before embarking on an exercise programme.
- 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 Westland Recreation Centre will only be given by trained fitness professionals.

#### **Upfront concession cards/gift vouchers**

- We will issue you with a concession card or gift voucher upon receipt of payment. The concession card is personal to you and may not be used by any other person.
- All concession cards & gift vouchers have a 12-month 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.

#### **Customer's liability & default**

- In the event of a default in payment, you will be charged interest on any overdue amount at the rate of 1.5% per month from the due date until full payment is made and shall repay us on demand any monies which we may expend to make good any failure by you to comply with the payment terms.
- If you do not make any payment when due, in addition to any other remedies, we may recover from you any costs, expenses or disbursements incurred by us in recovering money from you, including without limitation, debt collection agency fees and legal fees.

#### **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 door depending on pass type to access the facilities.
- If you lose your card, you will need to pay \$12.50 for a replacement.
- Your card is for your use only and is not to be shared with anyone else.