

MEMBERSHIP APPLICATION

SECTION ONE Your details

I am a New member Returning member

Title

First name

Middle name

Last name

Gender

Date of birth

Home phone

Work phone

Mobile

Email address (personal)

Email address (work)

Address (home/work)

Postal (if different):

Emergency contact details

First name

Last name

Relationship to you

Home phone

Work phone

Mobile

SECTION TWO Applicant declaration

I declare that

- I have read and understood the terms and conditions of membership and agree to be bound by them.
- All details I have given in this application form are true and correct and that to the best of my knowledge I do not have any injuries or conditions that make it dangerous for me to exercise.
- I understand that Auckland Council Pools and Leisure will collect my personal information in order to process my membership application for account administration and marketing purposes. Auckland Council Pools and Leisure may ask me for more information to provide me with personalised fitness services.
- I understand that I have the right to see and ask for correction of any personal information held by Auckland Council Pools and Leisure at any time.
- I understand that Auckland Council Pools and Leisure may email or text message me information relating to my membership or payments.
- I understand that Auckland Council Pools and Leisure may decline my membership at its sole discretion.

Signed

(new member)

Signed

(parent or guardian for under 17)

Date

Date

SECTION THREE Leisure Centre staff to complete

Facility

Membership number

Membership type Get into it
 Single site

Other

Other

Other

Payment details Paid in full
 Direct debit

Payment type

Other

Total amount \$

Ensure all items are completed

PAR-Q completed

DD form completed

Copy of ID and signed membership form uploaded

Photo taken

First induction booked

Card issued

Welcome pack issued

Staff name:

Staff signature:

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE (PAR-Q)

Your health, safety and wellbeing is important to us. Before you start exercising, please complete the following questionnaire to confirm it is safe for you to commence (unsupervised) activity.

Please read carefully and answer the questions to the best of your knowledge.

SECTION ONE Medical	Please choose
Has your doctor ever told you that you have a heart condition?	
Have you ever suffered a heart attack?	
Have you ever suffered a stroke?	
Have you experienced abnormalities with your blood pressure in the last six months?	
Do you feel uncomfortable pain in your chest at rest or when you do physical activity?	
Do you normally experience dizziness during physical activity?	
Have you had an asthma attack requiring medical attention in the last six months?	
Do you have any other medical conditions that may make it dangerous for you to participate in exercise?	
(If yes, please detail)	

If you have answered YES to any of the questions in this section, please do not be offended if we need to seek further advice before you proceed.

SECTION TWO Physical activity	Please choose
Are you aware that if you don't eat a light snack before you exercise, it may lead to light-headedness and fatigue?	
Are you aware that if you don't regularly drink water before, during, and after your workout, it may lead to light-headedness, muscle cramps and other issues?	

If you have answered NO to any of the above questions in this section, we recommend you see one of our qualified fitness team for more advice.

Your membership includes one-on-one consultations covering an Induction, First Programme, Check-Ins, Lifestyle Habits, Track and Measure and Programme Updates which are highly recommended. What days and times are suitable for your first induction?			
	Weekdays	Time/s	Weekends
			Time/s

Declaration

1. I acknowledge I have provided the correct answers to the best of my ability
2. I understand that participating in physical activity and exercise can carry a risk, and I accept all responsibility for that risk
3. I know that I can ask for help at any time should anything change
4. I acknowledge that I am to follow facility rules including, but not limited to
 - a. using a gym towel and appropriate footwear in the fitness gym
 - b. spa and sauna (for 17yrs and over only), restricting use to 15 minutes at a time and regularly drinking water

New member name

Signed

Date

SECTION THREE Staff to complete

Staff name

Membership no.

Signed:

Date

(For Auckland Council Pools and Leisure)

Booked in

Blood Pressure Check

Induction

Membership terms and conditions

1. General

1.1 In these terms and conditions, (you) means the person named in the membership application form and we, us or our means Auckland Council.

2. Facilities

2.1 We agree to make the facilities identified in your membership application form (facilities) available to you on the following terms and conditions.

3. Membership

3.1 Memberships may be either

- a. open term - your membership will continue until we or you end it in accordance with these terms. You must pay your membership fees in advance by direct debit, at the frequency set out in your membership application form.
- b. minimum term - your membership will have a minimum term, as specified in your membership application form. After the end of the minimum term, your membership will continue until we or you end it in accordance with these terms and conditions. You must pay your membership fees in advance by direct debit, at the frequency set out in your membership application form.
- c. fixed term - your membership will continue for a fixed term, as specified in your membership application form. At the end of the fixed term your membership will automatically expire. Membership fees must be paid in advance by EFTPOS or credit card.
- d. flexi pass - your flexi pass sessions will expire 12 months after the date of purchase. At the end of this date your flexi pass sessions will automatically expire. Any unused sessions after expiry are non-refundable. Flexi pass sessions must be paid in advance by EFTPOS or credit card.

4. Commencement of membership

4.1 Your membership will commence on the first payment of the fees (or any other agreed start-date) and continue until the end of the fixed term (for fixed-term contracts) or until cancelled or terminated under these terms and conditions (for open term and minimum term contracts).

5. Cancellation by member

- 5.1 You may end your membership by giving your centre 10 days written notice. If your membership is an open-term or minimum-term membership, it will be cancelled from the next payment due date after the 10 day period expires. If your membership is a fixed-term membership, it will end at the expiry of the 10 day period.
- 5.2 For fixed term or minimum term memberships, cancellation during your fixed term or minimum term (as applicable) will incur a fee as follows:
 - a. a cancellation fee of \$25.00 for a membership with 30 days or less remaining on the membership,
 - b. a cancellation fee of \$60.00 for a membership with 30-180 days remaining on the membership term, or
 - c. a cancellation fee of \$150.00 for a membership with more than 180 days remaining on the membership term.No additional administration fee will be charged.
- 5.3 You may cancel without penalty for reason of diagnosed illness preventing your use of the facilities. We may require you to provide us with a medical certificate confirming the diagnosis.

6. Access

6.1 Access will vary depending on the type of membership purchased. Memberships are either single facility (and may be limited to a single function within the facility) or multi facility. A full list of centres accessible with each membership type is available on our website.

7. Minimum age

- 7.1 For health and safety reasons, the minimum age for a standard gym membership is 17 years old.
- 7.2 All applicants aged 13 to 16 years must sign up with a parent or guardian and the membership form and direct debit form must be signed by a parent or guardian.
- 7.3 All new members aged 13 to 16 years must undergo a fitness induction, assessment and programme with a qualified Auckland Council staff member.
- 7.4 Age restrictions may apply to some equipment and group classes.

8. Transfers

8.1 You cannot transfer your membership to anyone else.

9. Suspensions

- 9.1 Generation 612 Base or Unleashed memberships (specific to West Wave Pool and Leisure Centre) cannot be suspended during the first three months. Otherwise, you may suspend your membership at any time up to a maximum total of 60 days per calendar year.
- 9.2 You can suspend your membership for a minimum period of two weeks and a maximum period of 60 days by giving us at least 10 days' notice in writing or by processing the suspension online via your myLeisure account. An administration fee may apply. Suspended memberships will resume at the agreed date without further notification.

10. Member contact information

- 10.1 You must provide Auckland Council with correct contact information and keep that information up to date at all times (name, phone number(s), postal address, email address, emergency contact numbers).
- 10.2 All personal information that we collect about you will be held by us in accordance with the Auckland Council privacy policy.
- 10.3 We will only use that information for purposes required for the operation of the leisure centres, including administration of your account, and for marketing purposes. We will take all reasonable precautions to protect your privacy. You have the right to access and request correction of any personal information we hold about you at any time.

11. Medical

- 11.1 You must ensure you are fit and healthy enough to undertake your chosen activities and you agree to notify us of any health conditions existing or arising and provide any other health information or medical certificate on request to verify that it is safe for you to exercise.
- 11.2 If you live with a known medical condition or injury (e.g heart disease, high blood pressure, risk of stroke etc.) we recommend a consultation with our qualified fitness staff to design a safe and effective exercise programme. As part of this process we may request a clearance to exercise from your medical specialist/practitioner.
- 11.3 All members must complete a physical activity readiness questionnaire (PAR-Q) at the time of joining. If the joining member is under 17 years of age this must be completed by a parent or guardian.

12. Our services

- 12.1 We provide you with quality facilities and services, but certain constraints apply:
 - a. Facilities are available during opening hours on a first-come-first-served basis, subject to any applicable charges for special services or classes and to booking requirements.
 - b. Particular equipment or classes may not always be available or may be periodic or seasonal. We reserve the right to restrict or change equipment or services at any time.
 - c. We may at any point restrict access to certain facilities or activities for health and safety reasons.

13. Opening times

- 13.1 Hours of operation are subject to change. We may close for statutory or public holidays, special events, maintenance work or for health and safety reasons and you are not entitled to any fees refund or membership extensions for such closures.
- 13.2 See the facility notice boards, our website or social media pages for updates. We are not liable for any closures or limitation in services caused by events beyond our reasonable control.

14. Membership cards

- 14.1 Your membership access card is for your personal use only. You must present your membership card on entry to the facilities and on request by any member of our staff.
- 14.2 We reserve the right to terminate your membership if your membership card is used by someone else or if you gain access to the facility without using your card. You must tell us immediately if you lose or damage your card. You will be charged a replacement fee for any replacement card provided.

15. Conduct

- 15.1 You must comply with any rules as displayed on-site or on our website and with the instructions of our staff, and:
 - d. only use the equipment and facilities in a safe and sensible manner (including wearing appropriate clothing, swimwear, footwear etc.)
 - e. be courteous, considerate and respectful of our staff, other members and members of the public using the facilities. Unlawful, disruptive, dangerous or offensive actions will not be tolerated
 - f. maintain appropriate standards of dress and hygiene
 - g. not engage in any unauthorised commercial activity
 - h. not carry out any illegal acts on the premises
 - i. comply with all our health and safety requirements, including any instructions or directions given to you by our staff.
- 15.2 We reserve the right to require you to leave the premises immediately if you carry out any activity which we consider to be dangerous, offensive or in breach of any health and safety requirement (whether it is documented or not).

16. Independent specialists

- 16.1 Independent personal trainers, coaches, physiotherapists and other consultants providing services at the facilities are not our employees or agents. The use of their services is between you and them (including payment terms). We are not liable or responsible for their activities.
- 16.2 All independent specialists must have written permission from the centre manager to conduct business in and around the facilities.

17. Fees

- 17.1 You must pay all applicable fees, charges and expenses, and GST as applicable, for the term of your membership. Our fees, including administration fees and card replacement fees, are published on our website.
- 17.2 We may charge interest on all overdue fees and amounts at the rate of 5 per cent per annum and you must reimburse us for all our reasonably incurred recovery costs. You are not entitled to any refund if you don't use your membership. Your membership does not cover food, drinks, special classes or the services of a personal trainer.

18. Changes to fees

- 18.1 If we decide to change our fees, we will give you 30 days prior notice (either by post, email or publication at the leisure centre or on our website).
- 18.2 If you are not happy with the change in fees, you may cancel your membership as set out in clause 5 above at any time before the change in fees takes effect. If you terminate your membership under this clause, we will not charge you a cancellation or administration fee.

19. Direct debits

- 19.1 Direct debits may be administered by us or by a third party appointed by us. We will provide you with the respective direct debit form to complete when you sign up. The direct debit facility will be used for payment of all fees and amounts owed by you as they become due.
- 19.2 If a direct debit cannot be processed (e.g. because of insufficient funds or changes to your bank account), we or our agent, may charge an administration fee.
- 19.3 If a direct debit cannot be processed for any reason, we may suspend your membership and access until all amounts owing plus any applicable administration fees are paid, or a payment plan is agreed.
- 19.4 If you cancel the direct debit facility, or a direct debit cannot be processed for two successive payment dates, we may terminate your membership by providing you with written notice of termination and invoice you for the amounts owing.
- 19.5 You are required to submit the completed direct debit forms and any associated forms before the commencement date of your membership.
- 19.6 If your payment date falls on a public holiday, the payment may be taken out of your account on the next working day.

20. Termination

- 20.1 We may terminate your membership immediately if you materially breach any of these terms and conditions. You are not entitled to a refund in that case.
- 20.2 In the event your membership is terminated due to a non-payment of fees and there is an agreed minimum term the following cancellation charges will be added to your final invoice:
 - a. a cancellation fee of \$25.00 for a membership with 30 days or less remaining on the membership,
 - b. a cancellation fee of \$60.00 for a membership with 30-180 days remaining on the membership term, or
 - c. a cancellation fee of \$150.00 for a membership with more than 180 days remaining on the membership term.
- 20.3 In the event your membership is terminated due to non-payment of fees, your account may be sent to a debt collection agency for recovery. Any recovery costs will be added to your outstanding account balance that is payable to the agency.

21. Our liability

- 21.1 Use of the facilities is entirely at your own risk and you are responsible for your property when you use the facilities. Without limiting your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, neither Auckland Council nor any of our staff, employees or contractors are liable for any loss, damage or physical or mental injury arising out of or in connection with your use of the facilities except to the extent that we have caused or contributed to such loss or damage.

22. Your liability

- 22.1 You are responsible for any damage you cause to our equipment or the facilities and you indemnify us against any loss, damage or injury we suffer or incur from your actions at the facilities.

23. Variations to terms and conditions

- 23.1 We may amend or change these terms and conditions from time to time. Any such changes will be published on our website. We will notify you of any substantive changes to classes or opening hours by post, email or publication at the leisure centres and on our website.
- 23.2 If you are not happy with the change to these terms and conditions you may cancel your membership as set out in clause 5 above within 20 days of publication of such change. If you cancel your membership under this clause, we will not charge you a cancellation or administration fee.

24. Assignment

- 24.1 We may assign or transfer any of our rights or obligations relating to your membership to a third party at any time.

25. Publicity

- 25.1 We may take general photographs or videos of the facilities at any time. If you appear in those photographs or videos, you agree that we may use them for marketing and promotional purposes and that you have no rights or copyright in the material. You release Auckland Council, the photographer or filmmaker and each of their licensees and from any and all claims and demands in connection with the material or its future use.