

TERMS AND CONDITIONS OF MEMBERSHIP

1. MEMBERSHIP ENTITLEMENT

The member is entitled, during the term of his or her membership, to make use of the facilities and services subject to these terms and conditions. Additional terms and conditions will apply to direct debit membership as detailed in the Debitsuccess Membership Contract, relevant to termination, payment penalties etc.

2. VARIATION TO SERVICES, TIMES AND FACILITIES

Variations to services, opening hours and facilities provided by YMCA at its locations may be undertaken by the YMCA at any time. To avoid inconvenience to member, YMCA management will endeavour to inform the member 30 days prior to commencement of any proposed variation.

3. INCREASE IN FEES

YMCA may at any time increase the Membership Fees, having given 30 days written notice sent to the Member's last known address.

4. SUSPENSION OF MEMBERSHIP

Members are entitled to a maximum of Four weeks (4) suspension in any one (1) calendar year, members may suspend their membership for medical reasons, travel or personal reasons for a minimum of one (1) week and a maximum of Four (4) weeks on the provision of a written statement (completed and signed Membership Suspension Form) in advance of the suspension date i.e. suspensions will not be granted retrospectively, medical suspensions must be supported by a doctors certificate or letter (NB: a copy will be retained on the member's file).

Membership suspensions will be granted at the discretion of the Fitness Manager or Centre Manager. Suspensions can take up to five (5) business days to process, any payments due during these five (5) days of processing may not be able to be stopped. Suspensions will not be backdated. All suspension requests must be on a completed and signed membership variation form a minimum of ten (10) business days prior to the start date of the suspension request, complete with all supporting documentation.

All suspensions must have a reactivation date at the time the suspension request is made. Suspensions for travel or personal reasons may incur a fee as detailed in the YMCA Membership Suspension Policy. YMCA Auckland Inc. reserves the right to charge the membership suspension policy at any time without notice. NB: All suspensions occurring within the minimum contract term will be added to the minimum term thereby extending that period by the length of the suspension.

5. REFUNDS

Except as provided for in these terms and conditions, membership fees are non-refundable.

6. COMPLIANCE

The member shall comply with any rules and regulations now or hereafter made by YMCA.

7. TERMINATION OF TERM MEMBERSHIP

Term membership is automatically cancelled at the end of the agreed membership term. If a membership is renewed prior to this time these terms and conditions apply.

8. TERMINATION OF DIRECT DEBIT (DD) MEMBERSHIP BY THE MEMBER

8a Direct Debit Payments will be debited fortnightly on Thursdays only. At the point of joining, an initial payment is due at the club which is calculated on a pro-rata basis and will cover your membership fees until your first direct debit installment".

8b. Direct Debit membership may be cancelled by the member at the end of the agreed minimum term upon the provision of Ten (10) day's written notice of the Member's intention to cancel. If not cancelled, membership will continue on a month by month basis. The member may cancel his/her Direct Debit membership during the agreed minimum term on payment of a Cancellation Fee. The cancellation fee within the agreed minimum term is \$150 or 25% of the remaining contract value,

whichever is the lesser of the two amounts. Direct Debit membership may not be cancelled while suspended, the membership must be reactivated and ten (10) day's written notice of the member's intention to cancel provided to the facility. Where the member has cancelled a Direct Debit Membership, YMCA shall be entitled to seek recovery of all fees owing to it under this agreement, up to the date of cancellation.

- 8c. Where there has been a material increase in membership fees by YMCA pursuant to clause 3 of these terms and conditions, the member may cancel his or her membership agreement by giving YMCA one (1) weeks' notice within one (1) month of receipt of YMCA's notice of such variation.
- 8d. Where there has been a material variation to services, times and facilities by YMCA pursuant to clause 2 of these terms and conditions, the member may cancel his or her membership agreement by giving YMCA one (1) weeks' notice within one (1) month of receipt of YMCA's notice of such variation.
- 8e. Where the member had validly cancelled his or her membership agreement with YMCA, YMCA will refund to the member any part of any advance membership fee paid by the member that are owing after the date of termination.

9. TERMINATION BY YMCA

YMCA may terminate the Member's membership if the member:

- (a) Fails to make payment on the due date.
- (b) Fails to comply with the terms and conditions of this agreement.

Where YMCA terminates the member's membership, YMCA shall have the right to seek recovery of all fees owing by the member in terms of this agreement as at the date of termination, together with reasonable costs associated with the recovery.

10. TRANSFER OF MEMBERSHIP

- (a) The member may at any time transfer a Direct Debit membership in accordance with the terms and conditions of the Direct Debit Contract.
- (b) The member may at any time transfer a Term Membership to another person (the new member) upon notifying YMCA in writing and payment of the transfer fee.
- (c) Notwithstanding clause 10(b) YMCA reserves the right to refuse membership to a new member.

11. LIMITATION OF LIABILITY

YMCA shall not be liable for any injury, loss or damage of the member other than where such loss or damage is due to the negligence or wilful default of YMCA. However YMCA's liability shall not extend to indirect, consequential, special or economic loss.