

DIRECT DEBIT MEMBERSHIP FORM

MEMBERS DETAILS:

Full Name:

Address: Post Code:

Town: Email:

Phone: Home:() _____ Cell:() _____ Work:() _____

D.O.B: Gender: Male / Female

Emergency Contact Name: _____ Phone:() _____

How did you find out about us?

Local paper Internet Friend Radio Other: _____

I do not wish to receive news or promotions and new programmes?

PAYMENT PLAN:

Pro Rata Amount Paid: \$

Monthly Instalments: \$

First Instalment Date: ____/____/____

Total Paid: \$

Cash EFTPOS Credit Card Cheque

CUSTOMER TYPE:

New Member Renewing

MEMBERSHIPS: (Tick One)

Fitness Studio Les Mills Pools

Adult Student Senior Child Family

DECLARATION:

I declare that the information contained in this Membership Payment Contract is true and correct and I agree to be bound by the terms and conditions outlined above, on the reverse of this contract and rules/policies of this facility. The Membership Terms and Conditions (Contract) constitute the entire agreement, understanding and arrangement between me (the Member) and Taupō District Council, AC Baths/ Taupō Events Centre, and cancels and supersedes any previous agreement between the parties whether oral or written. This Contract also includes all associated documentation, including membership fee and payment information. If for any reason I fail to use the facilities of ACB/TEC and or take advantage of the benefits offered, I agree that I am no way relieved of full payment of any and all the fees under this Contract and associated documentation

Signed by Member: _____ Date: ____/____/____

Signed by Staff Member: _____ Date: ____/____/____

Your safety is your responsibility. We strongly recommend you seek the advice of your doctor for his or her clearance to exercise prior to using the facilities. If you have any health condition/s that may affect your safety or the safety of other people, it is your responsibility to bring this to our attention so we are in the best possible position to offer assistance if necessary.

_____ Customer ID

1. **Payment & Fees**

The Member agrees to pay

- (a) The Membership fee, which may be adjusted by Taupo District Council to reflect any increase to, or new regulatory costs, levies and/or taxes that Taupō District Council is required to charge the Member, and any other fee that is required upon signing the contract. Upon payment of those fees, the Member will have the non-exclusive right to use the facilities of AC Baths/Taupō Events Centre for the membership term during the facilities public open hours of operation (as updated from time to time by ACB/TEC, including as a result of events being staged at the Taupō Events Centre). The member agrees that, when using the facilities, he or she must comply with all ACB/TEC policies and rules relating to the use of facilities, as updated from time to time by ACB/TEC. Copies of those policies/rules are available upon request; and
- (b) The membership fee in advance, at the commencement of each monthly membership until the Contract is terminated in accordance with its terms. Should there be any arrears in payments due under this Contract, the Member authorises Taupō District Council to direct debit the outstanding balance in order to bring the account up to date.
- (c) A Member must present his/her membership card for admittance to the facility. Admittance may be refused if a member fails to provide his/her membership card on request by staff. A fee will be charged to replace membership cards lost or stolen. Membership is personal to the Member and membership cards cannot be assigned or transferred to another person.

2. **Membership processing**

Completed applications forms with ALL required information, proof of residency (Taupō rates notice, Telephone or Electricity account), proof of bank account and allow photo ID to be recorded on membership database should you wish to commence your membership.

Direct Debit Payments

The Member authorises payment of the membership fee by direct debit to Taupo District Council from the member's designated bank account. The Member may change his/her designated bank account by notifying AC Baths and Taupō Events Centre and completing a replacement direct debit form.

3. **Privacy**

- (a) When the Member provides personal information to Taupō District Council, we will comply with the New Zealand Privacy Act 1993.
- (b) The Member authorises Taupō District Council to use his or her personal information for purposes of enforcing this Contract and for providing special product and service offerings to the member.
- (c) The Member has right to access and request correction of, all personal information that Taupō District Council holds about him or her.

4. **Membership Suspension**

- (a) The Member may suspend their membership upon giving 2 weeks written notice to AC Baths/Taupō Events Centre, provided a minimum of 10 days but not exceeding 60 days in total is requested.
- (b) Suspensions for medical reasons will be extended to the date issued on a Doctor's Medical Certificate as produced (copy to be held on file).
- (c) No suspension is available in the first 3 months of the Membership Term.

5. **Termination of Membership by Member**

- (a) The Member may terminate this Contract provided all amounts owing under this Contract (including, to avoid doubt, the relevant membership fee for that month) are paid in full. There are no cancellations fees.
- (b) Notification to cancel the membership must be in writing and received by ACB/TEC before the 15th of the month to successfully cancel the membership for the next membership month. If notification of intent to cancel is not received before the 15th of the month, the account will be charged as agreed on the monthly billing date.

6. **Termination by Taupō District Council**

AC Baths/Taupō Events Centre may terminate the member's membership if he or she fails to:

- (a) Comply with this contract; and/or
- (b) Comply with ACB/TEC policies and rules relating to the use of facilities (as they are updated from time to time), copies of which are available on request.

7. **Refunds**

Any refund given shall be at the sole discretion of the facility manager of ACB/TEC.

8. **Transfer of Membership**

All memberships are non-transferable.

9. **Limitation of Liability**

Except as provided in the Consumer Guarantees Act 1993 or as provided elsewhere in this Contract, Taupo District Council, to the extent permitted by law, shall not be liable or responsible to the Member for any direct or indirect or consequential injury, loss or damage to the person or property of the Member, whatsoever and howsoever arising.

10. **Unavailability of facility or services**

I agree to accept the fact that a particular facility or service within ACB/TEC premises may be unavailable at any particular time due to a prior booking, scheduled maintenance closure, mechanical breakdown, fire, act of god, condemnation, catastrophe, or any other reason. Further I agree to not hold Taupō District Council responsible or liable for such circumstances.

11. **Conduct within the AC Baths/Taupō Events Centre**

Management reserve the right to refuse entry, cancel a membership or request a member to leave the premises if the member does not behave in a responsible manner, is under the influence of drugs and/or alcohol or does not adhere to the conditions of use.

12. **Legally Binding Agreement**

I understand that this agreement is legally binding whether my use of the Taupō District Council venues and its services is determined and paid. I understand my membership must remain current in order to use the facilities. I acknowledge that increases in periodic payments may occur, however members will be given no less than 60 days written notice of any changes to conditions or fees.

PRE PAY MEMBERSHIP FORM

MEMBERS DETAILS:

Full Name:

Address: Post Code:

Town: Email:

Phone: Home:() Cell:() Work:()

D.O.B: Gender: Male / Female

Emergency Contact Name: Phone:()

How did you find out about us?

Local paper Internet Friend Radio Other:

I do not wish to receive news or promotions and new programmes?

MEMBERSHIPS (Tick One)

Pools Indoor Rockwall Fitness Studio Les Mills Aquatic Programs

3 Months 6 Months 12 Months

Adult Student Senior Child Family

PAYMENT DETAILS

Total Paid: \$

Cash EFTPOS Credit Card Cheque Membership Expiry Date: / /

DECLARATION:

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Signed by Member: _____ Date: _____ / _____ / _____

Signed by Staff Member: _____ Date: _____ / _____ / _____

Your safety is your responsibility. We strongly recommend you seek the advice of your doctor for his or her clearance to exercise prior to using the facilities. If you have any health condition/s that may affect your safety or the safety of other people, it is your responsibility to bring this to our attention so we are in the best possible position to offer assistance if necessary.

_____ Customer ID

1. **Payment & Fees**

The Member agrees to pay

- (a) The Member agrees to pay the membership fee and any other fee that is required upon signing the Contract. Upon payment of those fees, the Member will have the non-exclusive right to use the facilities of AC Baths/Taupō Events Centre for a period of (3/6/12) months (the membership term) during the facilities public open hours of operation (as updated from time to time by ACB/TEC, including as a result of events being staged at the Taupō Events Centre). The member agrees that, when using the facilities, he or she must comply with all ACB/TEC policies/rules relating to the use of facilities, as updated from time to time by ACB/TEC. The Member's membership may be renewed at the expiry of the membership term by the Member paying the then applicable membership fee. If the Member renews his/her membership, this contract applies to that renewed membership term.
- (b) A Member must present his/her membership card for admittance to the facility. Admittance may be refused if a member fails to provide his/her membership card on request by staff. A fee will be charged to replace membership cards lost or stolen.

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- (c) No suspension is available in the first 3 months of the Membership Term.

5. **Termination of Membership by Member**

- (a) The Member may terminate this Contract before the expiry of a membership term provided all amounts owing under this Contract (including, to avoid doubt, the relevant membership fee for that term) are paid in full. There are no cancellations fees.

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