

GRT VELODROME GYM - MEMBERSHIP AGREEMENT 2024

This agreement is between the applicant ("the member"), the Home of Cycling Charitable Trust ("HOC") for the use of the Velodrome Gym facility operated by HOC at the Grassroots Trust Velodrome, Cambridge, New Zealand.

1. Term of Contract

This contract will continue to exist for the full length of the membership as stated in the application form. Unless the member decides to cancel, in which case he/she will need to follow clause 7 below. Direct Debit payment memberships will roll over past the minimum term unless written notice is given to cancel.

2. Fees/Payments

The member agrees to pay all fees as set out in the application form without deduction and in accordance with the payment terms agreed and shown in the application form. The member agrees that payments will be made even if the member does not use the Velodrome Gym. If the member wishes to terminate the contract, fees will apply. The member agrees that if payments are to be made on a regular basis, the member will set up a direct debit. A late payment fee may be payable by the member or any reversal of a payment or failure of a payment for whatever reason. If a member fails to make payment in accordance with the agreed payment arrangement contained in the application form, HOC reserve the right to refuse the member entry to the Velodrome Gym until payments are brought up to date. Ongoing failure to make payment may result in termination of the membership contract.

3. Increase in Fees

HOC may at any time after the end of the minimum term, upon written notice to the member at the member's last known address, increase fees payable for the use of the Velodrome Gym and such increase shall take effect immediately and any regular payment options will require the direct debit to be amended to reflect the increase.

4. Membership Entitlements

HOC agrees that in consideration of the member entering into this contract and making payment in accordance with this contract, the member is entitled to full use of the Velodrome Gym. This does not include other HOC facilities and/or any of its services including the track (unless agreed upon by HOC).

5. Membership Rules and Facility Rules

The member agrees to comply with all membership rules in relation to conduct by the member and the members' use of the Velodrome Gym. The membership rules may change from time to time at the discretion of HOC. All members are bound to comply with all current rules at any time during their use of the Velodrome Gym. In particular and notwithstanding the terms of the membership rules, no member will carry out any illegal act on the HOC premises and will at all times comply with all occupational health and safety requirements, using all equipment at the Velodrome Gym in the manner intended and will not carry out any activity which HOC consider offensive or dangerous to any other person. HOC reserve the right to require any member acting in a manner unacceptable to HOC to leave the Grassroots Trust Velodrome.

6. Closures/ Black outs/ Public Holidays

The member acknowledges and understands that the Velodrome Gym will from time to time NOT be available for use by members. This will occur during HOC events where the infield is needed or it is inappropriate for the Velodrome Gym to operate. HOC reserves the right to remain closed on Public Holidays.

7. Unsupervised Gym

The Life Fitness Zone is an Unsupervised Gym. This means that there will not be any HOC staff supervising the gym unless they are taking an organized class.

8. Termination of Membership

a. Termination by member

Any member may terminate their contract giving 14 days written notice (email) of the member's intention to terminate provided however, that should the member terminate their membership before the end of the minimum period, termination fees may be payable to HOC. Any termination fee payable to HOC must be paid prior to cancellation of any periodic payment under a regular payment option and will be determined by HOC at the time of termination. No termination fee will be payable after the end of the minimum period (four calendar months) or following the expiry of any fixed period agreed.

b. Termination by HOC

HOC may terminate membership immediately by giving the member notice in writing should the member breach any term of this agreement including:

- i. Failure to comply with membership rules;
- ii. Failure to make payment in accordance with this agreement;
- iii. Carrying out any illegal, offensive or unsafe activity at the facility.

Termination by HOC in accordance with this clause does not in any way release the member from payment of fees in accordance with this agreement and the usual notice period and termination fees will be payable as a result of termination of membership.

9. Liability

To the extent permitted by law, HOC and its employees/contractors are not responsible or liable for any death, injury, loss, or damage of any kind suffered by any person while using HOC facilities, by participating in or watching HOC activities, as a result of exercise or nutritional advice given, caused in any manner whatsoever including, but not limited to, the negligence of HOC.

10. Suspension of Membership/Transfer of Membership

Your membership can be put on hold once a year for a maximum of four weeks. Membership is not transferrable.

11. Privacy

Members acknowledge that personal information obtained from members as part of the application and membership process will be held by HOC. Members agree that the personal information obtained may be used by HOC at any time to contact the member for any purpose and the member authorizes HOC to access this information for any purpose required to comply with the terms of this membership contract but for no other purposes unless authorized by the member. The member has the right under the Privacy Act 1993 and any relevant legislation to access and request correction of any personal information concerning the member.

12. Medical Waiver

The member takes full responsibility to use the Velodrome Gym unattended and/or unsupervised. The member acknowledges that it is their responsibility to consult a doctor prior to use of the Velodrome Gym and will follow any instructions or advice given by that doctor. Under certain circumstances the member may be asked to provide a medical certificate related to, but not limited to, blood pressure prior to commencing activity within the Velodrome Gym. To the best of their knowledge, the member acknowledges they do not suffer from any physical, medical or mental condition that may be aggravated by the use of the Velodrome Gym. All members consent to receive medical treatment in case of illness or injury sustained while at the Grassroots Trust Velodrome or connected with the use of the Velodrome Gym and acknowledge that HOC will not be held liable for any costs, claims or expenses of whatever nature in respect of that treatment or any treatment thereafter.

13. Entire Agreement

The member, HOC agree that these terms and conditions (together with any other written terms and conditions referred to and incorporated in this contract) represent the entire agreement between the parties relating to the membership and use of the facility and no other statements or representations made by or on behalf of either party have been relied on by the other in agreeing to enter this contract