

MEMBERSHIP AGREEMENT

SMALES FARM
FITNESS 

Please complete all sections below and sign the declaration.

MEMBER INFORMATION

Applicant

Full Name	Date of Birth	/	/
Address	Phone – home		
	Phone – work		
Postcode	Phone – mobile		
Employer	Occupation		
Work Email			
<input type="checkbox"/> Female	<input type="checkbox"/> Male		

EMERGENCY CONTACT

Name	Phone	Relationship
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COMMENCEMENT DATE / /

PAYMENT INFORMATION

Monthly Rate \$39.00 (including GST) per calendar month (Subject to the Terms & Conditions)

The **Initial Fee** required (details of which will be emailed to you) will include any part Month and the first Month in advance and the supply of an Access Card to enable entry. This Initial Fee must be paid by you once we notify you of acceptance of this Membership Agreement.

A Replacement Fee for any lost/stolen/damaged Access cards will be charged at \$20.00 (including GST), and must be paid before a new Access Card for re-entry will be supplied.

GENERAL INFORMATION

The Membership is with Smales Farm Fitness Limited, c/- Smales Farm Corporate Services (Management Office). In general membership of the Facility is for tenants of Smales Farm managed properties, their employees, and associated business/affiliates and such other persons as we accept as members of the Facility.

The completed and signed Membership Agreement may be emailed, faxed or posted to our office, Smales Farm Fitness Limited, c/- Smales Farm Corporate Services (Management Office) we will verify with the employer stated that the Applicant is a current staff member of a Smales Farm managed property or associated business/affiliate. Once these details are confirmed and the Initial Payment has been received we will confirm your membership and an Access card will be issued.

The Monthly Rate for membership of the Facility is paid monthly in advance, on the 20th of the Month for each succeeding Month commencing on the 1st day of the following Month. On-going monthly payments must be received on the 20th of each Month for the next Month. Failure to make payment will result in Access being denied.

Payments to:

Account name:	Bank:	Account number:	Particulars	Code	Reference
SFCS – Smales Farm Fitness	ANZ	01 0102 0160582 04	SF Fitness	Last Name	Number Allocated

The fields MUST be completed as above and state your number allocated under the Membership Agreement and your Last Name to ensure your payment is allocated correctly to your Membership Agreement payment obligation.

Written notice is required to terminate this Membership Agreement.

THANK YOU FOR CHOOSING SMALES FARM FITNESS LIMITED.

DECLARATION

I (the applicant) hereby apply for membership with Smales Farm Fitness Limited on the basis of the information contained in this Membership Agreement form which I declare to be true and correct and I agree to be bound by the Terms and Conditions set out on the Membership Agreement and in the accompanying Membership Terms and Conditions (and as varied from time to time).

Member Signature	Date	/	/
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FOR OFFICE USE ONLY

Member Number _____

Access Card Number _____

Smales Farm Fitness Limited

c/-Smales Farm Corporate Services (Management Office)
Private Bag 93 504, North Shore, Auckland, 0740
Phone: (09) 488 2300 / Fax: (09) 488 2303
Email: fitness@smalesfarm.co.nz

SMALES FARM FITNESS LIMITED – TERMS & CONDITIONS

1 Payment

- 1.1 You agree to pay in full the Initial Fee as specified in the Membership Agreement which will comprise any part Month from the Commencement Date to the end of the then current calendar month, a full Month in advance and for the supply/loading of an Access card.
- 1.2 You agree to pay in full the Monthly Rate specified in the Membership Agreement (or as revised from time to time by us as provided in clause 2.1) calendar monthly in advance in each calendar month on the twentieth (20th) day of each Month for the next following Month during the term of this Membership Agreement commencing with a payment on the 20th of the month following the Commencement Date, and without deduction or set off.
- 1.3 You agree to pay in full any Replacement Fee(s) for any lost, stolen or damaged Access card/s as specified in the Membership Agreement.
- 1.4 The Monthly Rate must be paid regardless of your use of the Facility.

2 Rate Review

- 2.1 We may review the Monthly Rate payable by you at any time on written notice, which notice specifies the new Monthly Rate payable. Such written notice must be provided to you at least one Month prior to the effective date of payment of the new Monthly Rate. Written notice for the purposes of clause 2.1 may be given by us in terms of clause 13.1 or by displaying a notice of the variation at the Facility.
- 2.2 The new Monthly Rate shall be payable by you on the twentieth (20th) day of the next Month.
- 2.3 If this Membership Agreement has not been terminated by you by five (5) working days notice in writing from you to us following our giving you written notice of the new Monthly Rate (as specified in clause 2.1), then the new Monthly Rate will be payable by you as set out in clause 1.2 as from the effective date for the new Monthly Rate notified by us.

3 Term of Membership Agreement

- 3.1 This Membership Agreement commences (once acceptance is notified by us to you and you have paid the Initial Fee) on the Commencement Date and will continue as a monthly Membership Agreement from the first day of each Month thereafter until one Months notice of termination is given by either party in writing.
- 3.2 We may also terminate this Membership Agreement on notice in writing to you should you default in performance of any of your obligations under this Membership Agreement.
- 3.3 We may at our option terminate this Membership Agreement if you cease to be a tenant of a Smales Farm managed property or at our request if you are unable to demonstrate to us that you are an employee of a tenant of a Smales Farm managed property, and/or associated business/affiliate.

4 Variation of Membership Agreement

- 4.1 We may vary the terms and conditions of this Membership Agreement by giving you one Months notice or by displaying a notice of the variation of the terms and conditions of this Membership Agreement at the Facility which notice specifies the new terms and conditions.
- 4.2 If you do not wish to use the Facility after the notice from us of the change of terms and conditions, you must notify us in writing within 5 working days after our notice is given or displayed. This Membership Agreement will then end at the end of the then current Month.
- 4.3 If no notice is given by you in terms of clause 4.2, the new terms and conditions as advised or notified by us will take effect from the date specified in our notice.
- 4.4 No one but us is authorized to amend these terms and conditions on our behalf.

5 Rules and Regulations

- 5.1 You must follow and comply with the terms of this Membership Agreement and the Facility Rules now in force or in the future adopted by us and with reasonable instructions given to you by any on-site personnel. The Facility Rules include but are not limited to, hours of operation, use of equipment and facilities, personal hygiene and attire. We reserve the right to revoke or suspend your membership without refund, if you fail to follow and comply with the Facility Rules or if you cause a nuisance, or unreasonably disturb other members in their use and enjoyment of the Facility or for reasons of moral turpitude or fraud, or if we determine your actions may endanger yourself or other persons.
- 5.2 It is prohibited for you or for any member to conduct, purchase or subscribe to any commercial business or activity or solicit any business competitive with that of Smales Farm Fitness Limited at or from the Facility without our prior, express written consent.

6 Access Control/Security

- 6.1 We will provide you with an Access Card for the Facility following signing of the Membership Agreement, payment of the Initial Fee and acceptance by us of your membership.
- 6.2 The Access Card must not be copied. Only the Access Card issued by us is valid for use of the Facility and it is personal to you.
- 6.3 If the Access Card issued to you is lost, stolen or damaged, you must notify us immediately. You will be liable for any loss, Costs or Damage incurred by us as a result of use of the lost or stolen Access Card.
- 6.4 If you are unable to present your Access Card at any time then you will not be entitled to use the Facility. No refund will be made for any alternative facility fees incurred or paid by you or for the loss of the right to use the Facility.
- 6.5 A replacement Access Card can be provided to you by us as soon as practical upon our receiving your notice of a lost, stolen or damaged Access Card and payment by you of the Replacement Fee for the Access Card specified in the Membership Agreement.
- 6.6 The Access Card provided belongs to us at all times. On termination of this Membership Agreement, you must return the Access Card to us forthwith. If you fail to return the Access Card immediately then you agree that you must pay us the Replacement Fee to enable us to replace the non returned Access Card.
- 6.7 Mis-use of the Access Card may result in the Access Card being cancelled without warning. If you misuse the Access Card then we may terminate this Membership Agreement forthwith on notice to you. Without limitation the Access Card is personal to you as a member of the Facility and must not be loaned to or be used by any other person.

7 Disclaimer of Liability

- 7.1 You accept that we will not be liable to you for any Claim, Costs or Damages resulting from our negligence or breach of our obligations under this Membership Agreement, or in any way arising from your use of the Facility even if we have been notified of the likelihood of such Claim, Costs or Damages.
- 7.2 You acknowledge that you use the Facility at your own risk and we are not responsible for any medical issues or in any way in relation to your use of the Facility.
- 7.3 You acknowledge that we are not responsible for any damage or loss of your possessions or vehicle or anything contained in any storage locker or your vehicle or to you and you accept that your use of the Facility and any car parks is completely at your own risk and you release us from any Claims, Costs or Damages arising from use of the Facility or car parks absolutely.

8 Members Responsibility as to Use of Facility

- 8.1 You should consult your physician before using the Facility
- 8.2 You agree you will not use the Facility with any medical condition, infections, or maladies before first consulting with your physician and then in accordance with any advice from your physician.
- 8.3 It will be your responsibility to consult your physician to determine if you have any medical condition which would make it unwise for you to use the Facility whether for reasons of risk to your own health and welfare or where such medical condition might pose a threat to the health and safety of other members of the Facility. We however reserve the right to exclude you from the Facility if it becomes apparent to us that you have a medical condition or your personal hygiene (or lack of it) or use of the Facility is deemed by us to cause or potentially cause a nuisance or unreasonable annoyance or threat to the health and safety of yourself or to any other person employed in or using the Facility.

9 Consequences of Breach and Default

- 9.1 Failure to pay the Monthly Rate or any monies payable by you under this Membership Agreement for five (5) working days or to comply with any terms or conditions of this Membership Agreement including the Facility Rules for five working days is a breach of the Membership Agreement.
- 9.2 You agree to pay our legal Costs and disbursements of and incidental to recovering any amount outstanding by you together with any debt collection agency charges. The liability for payment by you of arrears of Monthly Rate and other monies shall continue notwithstanding that we may have terminated this Membership Agreement.

TERMS AND CONDITIONS

10 No Safe Custody

- 10.1 We urge you to lock all valuables in the lockers provided. You agree that we will not be liable for the loss, or theft of, or damage to the personal property of you or any other person on the Facility even if you use the lockers supplied. All lockers are for daily use only and operate on a first-come, first-served basis. Please refrain from leaving personal belongings in lockers when you are not in the Facility. The appointed contractors, cleaners, security or management of the Facility reserves the right to clear and remove all items from lockers when left for periods of time without prior consent.

11 Reservation of Rights

- 11.1 We have the right to at any time close the Facility or any part or parts of it for repairs and maintenance or where they may cause disruption or health and safety concerns to any member.
- 11.2 We reserve the right to alter the hours of operation of the Facility and to add to, eliminate or amend the costs of any programme, activity, class or service in our sole discretion from time to time.

12 Collection of Personal Information

- 12.1 You acknowledge that personal information collected by us (whether obtained in the Membership Agreement application form or otherwise obtained) may be held or disclosed:
- 12.1.1 To any credit reporting or referencing agency upon default by you in any obligation to us;
 - 12.1.2 To enable us to sell, or provide you with advice and information concerning products and services we believe may be of interest to you;
 - 12.1.3 To enable us to assign any person to communicate with you for any purpose.
- 12.2 You have the right under the Privacy Act 1993 to obtain access to and request correction of any personal information held by us concerning you.
- 12.3 You agree that we can obtain information about you from any other persons in the course of our usual business activities and you consent to any other person providing us with such information.
- 12.4 You authorise us to check with the Employer named in the Membership Agreement whether you are an employee at the Commencement Date and to ascertain your employment status from time to time.

13 Notices

- 13.1 Any notice which you are required to give us is to be in writing and should be delivered or sent by facsimile or by e-mail (the address for which is set out on the front page of the Membership Agreement).
- 13.2 Any notice which we are required to give you will be delivered or posted or sent by facsimile or e-mail to your street or postal address or facsimile number or e-mail address as set out in the Membership Agreement (or otherwise as provided in this Membership Agreement including clause 2.1 and 4.1).
- 13.3 Where notice of a matter is required to be given a certain number of days in advance under the Membership Agreement, notice will be treated as having been given:
- 13.3.1 If delivered, on the date that it is delivered; or
 - 13.3.2 If e-mailed, on the date that it is delivered to you by us; or
 - 13.3.3 If sent by facsimile, then when the sender receives a communication of fax at the end of transmission; or
 - 13.3.4 If notice is posted at the Facility then on the day that the notice is posted by us at the Facility.
- 13.4 If you receive a notice from us in any other manner then it will be deemed to be received when received by you.

14 Persons Signing

- 14.1 The person signing this Membership Agreement has the authority to bind you to the terms of this Membership Agreement.

15 Words Used in this Membership Agreement

To avoid any confusion as to the meaning of this Membership Agreement:

- 15.1 "Access Card" means the Access Card issued by us to you for use to enter the Facility.
- 15.2 "Claim(s)" includes any claim for Damages, losses, compensation, demands, remedies, liabilities or actions.
- 15.3 "Cost(s)" includes any fees, charges or costs incurred by us in recovering Monthly Rate or other monies due or Damages, including costs on a solicitor and own client basis.
- 15.4 "Damage(s)" includes direct, indirect, consequential and special damages.
- 15.5 "Facility" means the areas allocated for the Smales Farm Fitness Limited Gym for use in terms of this Membership Agreement at Smales Farm Technology Office Park ("Smales Farm"), corner Northcote and Taharoto Roads, Takapuna or otherwise as varied by us from time to time.
- 15.6 "Facility Rules" means the rules, regulations and policies for the use of the Facility existing at the date of this Membership Agreement as varied from time to time covering (but without limitation) the hours of operation of the Facility, use of equipment and facilities in the Facility, personal hygiene and attire in the use of the Facility.
- 15.7 The "Membership Agreement" is the document completed and signed by you headed "Membership Agreement" and includes the Terms and Conditions and the Facility Rules (both as varied from time to time).
- 15.8 "Month" means a calendar month commencing on the 1st and expiring on the last day of the month.
- 15.9 "Smales Farm" for the purposes of this Membership Agreement means the property known as Smales Farm Technology Office Park at the corner of Northcote and Taharoto Roads, Takapuna and at our option any property managed by any company or person affiliated with Smales Farm Fitness Limited.
- 15.9 "we" and "us" means Smales Farm Fitness Limited, c/- Smales Farm Corporate Services (Management Office) and includes (where appropriate) or employees, agents and independent contractors.
- 15.10 "you" means the person named as the "Applicant/Member", and/or "Full Name" in the Membership Agreement and having signed the declaration in the Membership Agreement.
- 15.11 Terms defined in the Membership Agreement have the same meaning in this Terms & Conditions which forms part of the Membership Agreement.

16 Transferable

- 16.1 This membership is non-transferable by you at any stage of this Membership Agreement.
- 16.2 We may transfer the Facility to another person and may transfer this Membership Agreement to the person conducting the Facility. We will give notice to you in such event. Our liability will terminate from the date that notice of transfer is given to you.

17 License Only

- 17.1 This Membership Agreement is a non exclusive license to you only and you accept that it is not a lease and gives you no right to the Facility other than the license rights set out in and subject to the Membership Agreement which is personal to you.

18 Unsolicited Electronic Messages Act 2007

- 18.1 I hereby authorise you to communicate with me electronically regarding my membership, news and promotions.

I have read, understood and accept the above terms and conditions and the accompanying information contained in my Membership Agreement.

Member Signature

Date