



# HALE COMPOUND CONDITIONING - HQ

## TERMS & CONDITIONS

These terms and conditions are entered into by and between Hale Compound Conditioning HQ (hereinafter: "HCC HQ") and You (hereinafter: "the Member").

**Services:** The membership entitles the usage of HCC HQ facilities and the equipment & services available therein. The membership gives access to HCC HQ, except if specified otherwise.

**Membership:** The membership is personal, and cannot be shared. When signing up for a Community Fitness training block you are making a commitment to pay for the entire 8 week training block either upfront via bank transfer or weekly via the EzyPay Debit system. Memberships cannot be placed on hold for personal reasons e.g Holidays, traveling for work. The member should contact management with any medical issues that may restrict them from being able to attend the services they have signed up for.

**Booking classes:** The member must book their class prior to attending, each class has been capped for safety reasons and this cap cannot be breached for any reason. If you have not booked then you will not be allowed to take part in a class without staff authorisation, any breach of these terms will be seen as a breach of the code of conduct and a written warning may be issued to the member. Bookings will only be accepted within a 24 hr window of the intended class to ensure a fair opportunity for all members to have access to bookings. Bookings for classes will populate the attendance limit until this limit is reached, once reached there is a reservation limit of 5 which will be utilised if any member cancels a booking. The member will only have access to classes within their membership type and shall not be allowed access to any classes outside of this membership type.

**Age Limit:** The Member confirms that he/she is 18 years old or older. For persons 16 or 17 years old, exceptions are granted based on a written parental consent.

**Use of the Facilities:** The facility shall be used for training purposes only. No other activity will be allowed, and violations will be sanctioned. For example, sleeping and lingering are not allowed. Consumption of alcohol, tobacco or illegal substances is not allowed anywhere on the premises. Working out under the influence is not allowed. Conducting business or paid services is not allowed.

**Code of Conduct:** The Member shall respect the behavioural and operating principles and follow them on all occasions. This includes, but is not limited to:

- Wearing appropriate and clothes and shoes.
- Using a towel at every workout and leaving machines and surfaces clean after usage.
- Behaving in a friendly and respectful manner towards the other members at HCC HQ as well as the staff.
- Respect HCC HQ property at all times, including toilets and shower facilities.

**Cubbies for Personal Belongings:** Cubbies are available for Members while working out in the facility. Each Member needs to empty the cubby before leaving the facility. **Lost Property or Theft:** HCC HQ does not take responsibility for loss or theft of any personal belongings.

**Access & Security:** Access to gym equipment is strictly for members only, any visitors accompanying a member is not to touch the equipment without prior authorisation with staff.

**Suspension/Termination of Membership:** If the Member behaves in a way that breaches the code of conduct, interferes or disturbs other members or staff, or that the management considers inappropriate, the membership can be suspended or terminated at management's sole discretion. If the Member does not pay the membership fees, the membership can be suspended or terminated at management's sole discretion. The payment duty remains until the original contract period ends.

**Satisfaction Guarantee:** During 7 days from the start of the membership, the Member can cancel a membership free of charge, and will be reimbursed payments made in this time.

**Payment:** The Member commits to paying the membership according to the conditions in the contract. The member is responsible for all payments, also in the case of automatic debits by HCC HQ via Ezy pay. If the payment is late the ability to book a class can be blocked until the payment has been received. The membership continues to run even if the access is blocked. As soon as the debts are paid, the access will be granted again to HCC HQ and all other services connected to HCC. If after 14 days the payment is still not paid, the Member is in violation of the contract and can be given termination notice and will be held to complete their payments for the period of 28 days from termination notification. HCC HQ will send reminders by email. In the case that the email reminders are not received, it does not remove the responsibility from the Member to pay on time, nor the fees from Ezy pay as per the DDR service agreement. It is the members sole responsibility to read all Ezy pay DDR service agreement details prior to signing Ezy pay DDR agreement.



**Renewal & Cancellation:** All contracts are signed as a month by month period, during which time it cannot be cancelled. All cancellations must be sent by email to [kiaora@halecompoundconditioning.com](mailto:kiaora@halecompoundconditioning.com) and we require 28 days notification before final payment. The member is responsible for their own cancellation.

**Price Changes:** A price change can be implemented at any time. In such cases the price change is communicated via email 2 months before the effective date. All foundation memberships will be exempt from any such price change for the life of this membership. If for any reason a foundation membership is cancelled or changed then the member may lose such privileges.

**Communication:** HCC HQ communicates via email. HCC HQ declines all responsibility if the email address doesn't exist, is wrong or for whatever reason emails do not arrive to the Member.

**Health:** The Member confirms that he/she does not suffer from health problems that would hinder exercise or prevent him/her from engaging in exercise, or that would be detrimental or adverse to the Member's health, safety or physical condition if he/she did exercise. In case of any doubt, the Member shall seek advice by a medical doctor who should confirm the ability to exercise. HCC HQ shall have no obligation to perform a fitness assessment or similar testing to determine the Member's physical condition. If an assessment is done at HCC HQ, it is for the sole purpose of compiling comparative data in order to track the Member's progress in a program and not for diagnostic purposes. HCC HQ shall not be subject to any insurance claim, demand, or injury whatsoever with regard to the assessment of the Member's health condition or for any injury arising out of the Member's disability, impairment or ailment. The member is required to complete a HCC screening form prior to commencing any classes.

**Liability:** Each Member of HCC HQ shall be liable for any property damage and/or personal injury caused by the Member at the HCC HQ premises. It shall be the obligation of the Member to pay for any costs involved upon presentation of a statement thereof.

**Waiver of Liability:** Any and all use of HCC HQ shall be at Member's own risk at all times. The Member shall not utilize the equipment unless he/she knows the correct usage of such equipment. HCC HQ shall not be liable for any injuries, physical impact or damages to the Member, or the property of the Member, or be subject to any claim arising out of the use of the premises and/or of the machines made available to the users.

**Court of Jurisdiction and Applicable Law:** These Terms and Conditions and all matters arising out of or relating to the access to the Member's use of HCC HQ premises and training devices shall be governed by the substantive laws of New Zealand, without regards to principle of conflicts of laws thereof.

Any controversy, claims or disputes between the Member and HCC HQ arising out of or relating to these Terms and Conditions and/or the Member's use of HCC HQ premises and training equipment shall be brought to our attention on the nearest given opportunity so an amicable conclusion can be reached between both parties before any legal action is to take place.