

# PROACTIVE 24

Health and Fitness Studios

Photo: \_\_\_\_\_  
Access Key: \_\_\_\_\_  
Initial & Sign: \_\_\_\_\_  
Emergency info: \_\_\_\_\_  
Payment Made \_\_\_\_\_  
DD Set Up: \_\_\_\_\_  
Emp/Partner ID: \_\_\_\_\_

Membership Type: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

D.O.B: \_\_\_\_\_ Age: \_\_\_\_\_ M/F

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Number: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Membership: \$ \_\_\_\_\_

Start Up: \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

First Payment \$ \_\_\_\_\_

TOTAL PAID: \$ \_\_\_\_\_

Balance Due : \$ \_\_\_\_\_

Membership Ends (plus hold entitlements) \_\_\_\_\_

Hold Period: None / 12 / 24 / 36  
(if hold is used, the above end date will change per time used)

## PAYMENT DETAILS

Monthly/Fortnightly DD \$ \_\_\_\_\_

Starting On \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## TERMS & CONDITIONS

### 1. PARTIES TO THIS AGREEMENT

This agreement is between the Applicant ("you") and PROACTIVE24 Health and Fitness Studios named on this agreement and can be otherwise referred to as ("we", "us", "our club", "our facilities", "gym").

### 2. MEMBERSHIP PERIOD

You agree that you have committed to your agreement for the whole Minimum Period specified on the front of this agreement and you will pay the total balance as outlined either in one lump sum or by regular monthly Direct Debit payments. You accept that you will need to continue to make payments even if you stop attending the club. During the Minimum Period, you can only terminate the membership as set out in Clause 8. On the anniversary of your end date, you are no longer obligated to your agreement and will need to renew your membership to continue using the facilities.

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### 3. MEMBERSHIP ENTITLEMENTS

Your membership entitles you to make full use of our club facilities, including all classes (unless specified under 'Specialist Services'), on a first come first served basis. Specialist Services include, but are not restricted to, RPM / TRIBE Team Training / Personal Training. These will not be included in your membership fee.

- (a) We cannot guarantee that the equipment you want to use will always be available to you, particularly at busy times.
- (b) Personal Trainers and other specialists may operate from club premises. They are not employees or agents of ours, but operate as independent contractors. Where you choose to make use of their services, you must enter into a direct contract with them directly and pay all fees up front.

### 4. MEMBERSHIP PAYMENTS

- You agree:
  - (a) to pay the start-up and/or transfer fee upfront (if applicable) along with an initial pro-rata payment to be paid in advance.
  - (b) to pay the total balance due in a complete lump sum in advance OR to make further Regular Payments, in advance by Direct Debit to us from your designated bank account, beginning on the date specified in this Agreement. These regular payments will be made monthly and will continue to be made until the total membership balance specified is paid in full.
  - (c) to notify us and complete a replacement Direct Debit form if you change your bank account.
  - (d) to have sufficient funds in your bank account to pay for your membership. Any overdue accounts will result in your Access Key becoming deactivated and will not be usable until accounts are in credit.
  - (e) PROACTIVE24 will not be liable for any additional fees incurred by the member from the members' financial institution to include, but not limited to, missed payment fees, set-up fees or dishonor fees. This is not a PROACTIVE24 fee.
  - (f) that all memberships and any payments received are non-refundable.
  - (g) that you are responsible for stopping your Direct Debit once your membership has ended as we cannot do that for you. We will contact you to let you know when we have received all of your membership payments.
  - (h) Any overdue membership accounts or accounts in arrears by more than 4 weeks are liable for collection by Marshall Freeman. The overdue amount will incur a penalty interest rate of 10% after 10 working days. Any additional recovery fees incurred by Marshall Freeman are at your expense including solicitor fees.

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### 5. CONDITIONS OF 24 HOUR ACCESS

PROACTIVE24 reserves the right to restrict any member to a 'Manned Hours Only' access key. Manned hours are subject to change.

On acceptance of this agreement, you agree that:

- (a) your PROACTIVE24 membership and access key is for your personal use only. Your photo will be recorded against your access key and will be used to confirm your validity of membership and access to use our facilities. You must not allow access to any other person.
- (b) PROACTIVE24 accepts no responsibility for access keys that are lost, stolen, damaged, forgotten or destroyed. All lost, damaged or stolen passes must be reported immediately, please call 03 443 6500. An administration fee of \$10 per replacement access key will apply. Your original membership key will be cancelled and will no longer valid. You must always be in possession of a valid access key.

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Initial Here: \_\_\_\_\_

If a member breaches clause 5, section (a) of this Agreement by letting in any other person into PROACTIVE24, the member acknowledges that:

- (a) The act of bringing another person into PROACTIVE24 constitutes automatic acceptance by you, the member, for all costs incurred and accept full responsibility and liability should any injury, damage or loss occur.
- (b) If there is loss or damage, the invoice will be sent directly to you and payment must be paid within 7 days upon receiving invoice.
- (c) You, the member accepts to pay a fine of \$100 for breaching this rule. This will be added to your account and must be paid on your next visit. Your entrance to the gym will be restricted until this has been paid.
- (d) PROACTIVE24 reserves the right to terminate the membership of the member who allows another person into the club. The balance of the membership terminated must be paid in full by the member.

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### 6. CLUB RULES

- (a) You agree to comply with all current club rules for members. This will be outlined to you in your Welcome Letter. You must not carry out any illegal acts on the club premises and you must comply with our health and safety requirements, including those directed to your own health and safety. If you carry out any activity which we consider is offensive or a danger to you or any other person, we reserve the right to ask you to leave the club immediately and you may risk losing your membership.
- (b) You must not use our facilities for instructing, coaching, personal training without our permission or take still or video footage for demonstration, instruction or coaching purposes within the facility. Exceptions may apply if a decision is made by management in writing.
- (c) Club rules are subject to change, you will be instructed in writing of any changes.
- (d) PROACTIVE24 have the right to charge \$10 if you have pre-booked a Group Fitness Class or Tribe Team Training Session and failed to show up for that class/session without informing us of cancellation.

### 7. PLACING YOUR MEMBERSHIP ON HOLD

- If the Minimum Membership Period is greater than 12 months, you are entitled to put your membership on hold without further cost by the time set out on the front of this agreement. The length of the Minimum Period will be extended by the period of suspension time taken and your end date will change in reflection of the hold period taken.
  - (a) Any request for Membership Hold time must be made in writing (email is acceptable) upfront with the dates provided.
  - (b) There is no backdating of hold periods.
  - (c) You are responsible in ensuring that sufficient funds are in your nominated bank account for membership fees to continue during the on hold period. No further advice will be sent by PROACTIVE24.

continued overleaf..

**TERMS & CONDITIONS continued...**

- (d) You will have no access to PROACTIVE24 during the period that your membership is on hold.  
 (e) If your Minimum Period is greater than 6 months, you are entitled to a maximum of 6 months Medical Hold as long as you provide a valid Medical Certificate outlining the time period needed for medical hold. This hold is in addition to your entitled Membership hold.

**8. TERMINATION OF THIS AGREEMENT**

**By you:**  
 You may terminate your membership prior to the expiry of your Minimum Period on 3 months' written notice to us ("Notice Period") and payment of an early termination fee of \$50.00 ("Early Termination Fee"). All outstanding fees (including, for the avoidance of doubt, the Early Termination Fee and any fees accrued and payable during the Notice Period) must be paid to us before termination will be effective. You acknowledge that the Early Termination Fee represents our legitimate commercial interests and administration cost and is not a penalty.  
 Example: You sign up for 12 months but cancel after 7 months. You must pay the balance of 3 months worth of membership fee's after notifying us (months 7,8 & 9). Any payments received after termination are non-refundable.  
 You must stop your Direct Debits with your bank after the termination date and after final payments have been made as we cannot do this for you.  
 Alternatively, you can transfer you membership, see Clause 9.

**By PROACTIVE24:**  
 At any time, we can terminate your membership immediately by giving you notice effective immediately in writing, if you breach any term of this agreement, including:  
 (a) failing to pay any fee on due date;  
 (b) breaching any club rules;  
 (c) carrying out any illegal, offensive or unsafe activity on club premises.  
 If we do terminate your membership because of your breach of this agreement, you must pay all the fees owing for the full Minimum Period of this agreement.

**9. TRANSFERRING YOUR MEMBERSHIP**

For memberships of 12 months or more;  
 If the Minimum Period is greater than 12 months and your payments are up to date you may apply to transfer your membership to a nominated person for the remainder of the Minimum Period by notifying us. The following conditions need to be met before we will release you from your membership:  
 (a) you must find a nominated person to agree to take over your membership provided they meet our membership criteria  
 (b) both you, the original member, and the nominated person must sign the same Membership Transfer form  
 (c) the nominated person must complete a Membership agreement and pay the upfront costs required  
 (d) a \$50 transfer fee is received from either party  
 Until the above conditions have been met, you will remain liable for all Regular Payment Fees until you are released from your agreement.  
 You understand that:  
 (a) Lump Sum Memberships, Partner Memberships, Corporate Memberships, Transferred Memberships and any membership under 12 months are not transferable.  
 (b) Transferred Memberships cannot be transferred again.

**10. COOLING OFF PERIOD**

All new memberships are subject to a cooling off period of 5 business days.  
 (a) A request for termination of membership during the cooling off period must be made by Written Notice and will be deemed as received on the date that it was received by PROACTIVE24. PROACTIVE24 will provide Written Notice of confirmation within 1 business day. In the event that you do not receive written confirmation from PROACTIVE24 within the required response time, it will be deemed that your Written Notice was not received and it is your responsibility to contact PROACTIVE24 directly. If this Agreement is defined as an unsolicited consumer agreement under the New Zealand Consumer Law, in which case termination may be written or oral.  
 (b) For any membership terminated validly during the cooling off period, PROACTIVE24 shall refund to you the total of all Membership Fees. If this is not an unsolicited consumer agreement under the New Zealand Consumer Law, and you have been provided services under this Agreement the Club will refund your Membership Fees less a fee of \$49.00 (equal to an Administration Fee).  
 (c) PROACTIVE24 will refund all monies to you within a maximum period of 14 days of PROACTIVE24 receiving Written Notice of termination or such earlier date as required under the New Zealand Consumer Law.

**11. LIABILITY**

You have rights under the Consumer Guarantees Act 1993. Other than those rights and the rights given to you under this agreement:  
 (a) provided we act with reasonable care and skill, we will not be liable to you for any direct, indirect or consequential loss or damage or injury of any kind to you or your property, however it arises. Compensation for personal injury by accident in New Zealand is covered by the Injury Prevention, Compensation and Rehabilitation Act 2001.  
 (b) PROACTIVE24 is not liable to you or any personal property that you may have that has been damaged, lost, or stolen whilst on or around the Club including, but not limited to, a vehicle or its contents or any property left anywhere in the premises including in a locker.  
 (c) PROACTIVE24 exclusion from liability does not apply in the event that the damage, loss or stolen property of a member or a member is a result of actions of a PROACTIVE24 staff member or agent.  
 (d) If you cause damage to the facility or any equipment that is either deemed as deliberate or negligent or a direct breach of PROACTIVE24 Club Rules, you are liable to PROACTIVE24 for the reasonable cost of repair or replacement.

**12. RISK WARNING**

PROACTIVE24 warns that whilst you are on our premises using our Club and recreational services, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:  
 i. slipping on wet flooring;  
 ii. being struck by weights;  
 iii. colliding with equipment, or other members;  
 iv. engaging in strenuous exercise and activities; or  
 v. incorrect use of equipment or Club,  
 (a) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.  
 (b) You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.  
 (c) You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by PROACTIVE24 are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks. Initial Here: \_\_\_\_\_

**13. PHYSICAL CONDITION**

It is your responsibility not to use any equipment which may adversely affect any medical condition you may have.  
 (a) You hereby represent to PROACTIVE24 and their directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the Club or its facilities.  
 (b) You must let PROACTIVE24 know of any existing medical conditions you have that may affect their decision should something happen to you.  
 (c) If you have any health or medical concerns now or after you join as a member of the Club, you must discuss them with your doctor before using the equipment or the Club.  
 (d) You acknowledge that PROACTIVE24 cannot give you and did not give you any medical advice before you use the equipment, and cannot give you any medical advice after you use the equipment.  
**Any known medical conditions (please write N/A if not applicable)**

**14. DISABILITY**

(a) All disabled members of PROACTIVE24 must comply with the terms of the Policies.  
 (b) PROACTIVE24 has the right to restrict access to the club of a disabled member to manned hours only.  
 (c) You must let PROACTIVE24 know of any disabilities you have.  
**Any known disabilities (please write N/A if not applicable)**

**15. VIDEO AND SURVEILLANCE**

(a) For security purposes, PROACTIVE24 uses video surveillance equipment to monitor the Club on a 24 hour basis. This is regularly checked by management.  
 (b) By signing this Agreement you acknowledge that by accessing PROACTIVE24 you will be subject to video surveillance and recording.  
 (c) Video surveillance is limited to the floor area only, and is not within the walls of the bathrooms or assessment rooms.

**16. EQUIPMENT**

You understand and acknowledge that PROACTIVE24 purchases or leases the equipment from a third party and therefore do not manufacture any of the fitness or other equipment used in the Club.  
 (a) You understand and acknowledge that PROACTIVE24 is providing recreational services and is not be held liable for defective products or equipment.

**17. YOUNGER MEMBERS**

Applicants who are under 18 must have a parent or guardian present on application of their membership before the agreement will be accepted.  
**Minimum Age:**  
 All members of PROACTIVE24 must be a minimum of 14 years of age. Any member between the age of 14 and 17 (inclusive) will only have access to the Club during manned hours.  
**Parent or guardian:**  
 I am the parent or legal guardian of the person named in this agreement. I have read this agreement and consent to the named person entering into it. I agree to become a party to this agreement for the purpose of accepting full liability for any debt which may arise as a result of his or her use of the club, including failure to meet any regular payment as set out in the Membership Application agreement.

**18. HEALTH & SAFETY INDUCTION**

I acknowledge that before starting my agreement, I was taken through the following Health & Safety points by a member of PROACTIVE24 staff:  
 (a) Where the first aid kit is located  
 (b) What to do in the event of a fire, where the assembly point is and where the fire exits are located  
 (c) What to do in the event of an earthquake  
 (d) Where the emergency panic button is for use out of hours and how to use it Initial here: \_\_\_\_\_

I understand that PROACTIVE24 Ltd will collect my personal information in order to process my Membership, account administration and for social media and marketing purposes. I accept that my signature below means that I have read and accepted all 18 clauses defined within the Terms and Conditions.

Member Print: \_\_\_\_\_ Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Guardian Print: \_\_\_\_\_ Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorised PROACTIVE24 Representative: \_\_\_\_\_ Date: \_\_\_\_\_