

# MEMBERSHIP AGREEMENT with Ryding2health Limited



PRINT CLEARLY IN BLOCK CAPITAL LETTERS PLEA

Full Name: Mr / Mrs / Miss / Ms \_\_\_\_\_

Your Address: Street Name & Number: \_\_\_\_\_

Suburb: \_\_\_\_\_

City: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Would you prefer us to communicate with you by: Email ☐ Text ☐ Both ☐

Date of Birth:     /     /     Email Address: \_\_\_\_\_

Your Doctor (used for medical emergencies only): \_\_\_\_\_

Emergency Contact person \_\_\_\_\_ Phone: \_\_\_\_\_

Any medical conditions affecting your workouts: \_\_\_\_\_

Note: this is important for your own health and safety.

A Close Relative or Friend (not living with you): \_\_\_\_\_ Their Ph: \_\_\_\_\_

Your Password: (to keep your information confidential): \_\_\_\_\_

Your Employment Details: (if you are a student please record your school, or place of learning)

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Initial period: \_\_\_\_\_ (     ) months ending \_\_\_\_/\_\_\_\_/\_\_\_\_ not including Freezes \*See details on reverse.

Available freezes: 3 months per 12 month period: **see details on reverse**

**Payments** to be made by direct debit on Monday (2 weekly)\* or the \_\_\_\_\_ day of the month (monthly)\*  
\*delete option that does not apply\*

**Total payment** \$\_\_\_\_\_ per fortnight\* or  
\_\_\_\_\_ per calendar month\*  
First Payment \$\_\_\_\_\_ (for broken 1st period  
plus first full period) \*delete option that does not apply\*

Membership:

Type: \_\_\_\_\_ \$\_\_\_\_\_ Payment Frequency: Fortnightly/ Monthly  
First direct debit due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

After the initial period, payments will continue until the contract is cancelled (see clause "How to cancel")

I have read and understood this document including the terms and conditions set out on the second (back) page, and understand that this is a legally binding document. All the details that I have given you are correct. I understand that if I do not give you the information you need my membership may be terminated, and that you will use my personal information for administration, credit and marketing purposes. I have the right to see my personal information and to ask for it to be corrected. I understand that I have 5 working days to cancel this agreement after today's date.

Signed \_\_\_\_\_  
Member

Signed \_\_\_\_\_  
Authorised person of Ryding2Health Ltd.



I will produce my student ID within 14 days or have my membership converted to the closest full price membership & any extra payment will become due immediately.

Office Use only below this line

Office Use only below this line

Office Use only below this line

Initial Fee:	
Copy Given	
Start	/ /

Initial Period:	Mths
Student ID	
Card <input type="checkbox"/> Perm <input type="checkbox"/> Temp	

Joined by	
PT	
Corp Deal?	

Joined with:

Pay: Cash / Chq / Eft    Join Fee: \$\_\_\_\_\_    ☐ P.I.F or ☐ Paid \$: \_\_\_\_\_    BAL:\$ \_\_\_\_\_

☐ Time Payment    ☐ Set Term    DD Complete Y/N    Bank & Acc# \_\_\_\_\_    IP End:    /    /

Notes: \_\_\_\_\_

		Photo		Database		Toured by	
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# MEMBERSHIP TERMS AND CONDITIONS: PLEASE READ CAREFULLY

**Note:** You may cancel this contract without penalty within 5 working days after you have received a copy of it by informing the Club in writing. We may require you to pay for the days that you have had access to the club, at our standard daily rate and for any goods you have received on joining up. This Membership Agreement is between the Member whose details are on the front page (you) and Ryding2Health Limited (we, us).

**Note: please initial all places marked X**

## USE OF THE CLUB

Your membership gives you the right to use the club facilities for the purposes of group exercise during normal opening hours on the terms of this Agreement. It does not cover additional costs like food or drink, special classes or personal training, which you must pay for separately. We will take all reasonable care to ensure that facilities are available during normal opening hours, but sometimes demand from other members or circumstances beyond our control such as equipment failure may mean that the equipment you want to use may not be available.

## FEES AND PAYMENTS

You agree to pay all the payments as shown on the front page.

During the initial (minimum) period membership you cannot cancel your membership except as set out in these Terms and Conditions. After the initial period, payments will continue at the full non contract membership rate until you contact us to renew your minimum period or advise us of your cancellation of this agreement (see "How to Cancel" below). You must continue paying even if you do not use the club. The membership rate quoted is a fortnightly or monthly rate (depending on the option that was chosen) and must be paid by direct debits which may be processed on or after the date due, but not before. It is your responsibility to make sure there are sufficient funds in your account.

Payments are guaranteed to not increase during the initial period unless required by law. After the initial period the standard membership rates may be increased by Ryding2Health Ltd. giving you at least 30 days notice in writing which may be by email. If you do not wish to accept that increase you may cancel your membership but must do so before the first Direct Debit at the new rate. This does not include the end of initial term rate change to the non-contract membership rate mentioned above.

When payment(s) are missed, any overdue amount will be added to the next Direct Debit. All costs associated with recovery of any missed payments will be added to any amounts due. This includes a \$15 administration charge, and all reasonable collection agency costs.

**Club rules and procedures:** You must comply with club rules and procedures at all times while using the club. These rules and procedures are designed to allow all members to get maximum benefit from their membership and may change from time to time. Copies are available on request. You must not carry out any illegal acts on Club premises and you must comply with our health and safety requirements. You must respect staff and other members, and you must not take photographs in the club without our permission and the permission of every person in the photograph.

**Termination by you:** If you choose to terminate your contract within the Initial Term, then if you have a special discounted rate for agreeing to an initial term you must pay us a total of two weeks membership payments as an early cancellation fee to cover our losses, plus the difference between the full price and your special discounted rate for the term of your membership until cancellation. Alternatively, you can ask us to transfer your membership to another person with our consent for the remainder of the initial term providing you payments are up to date. You will be charged a transfer fee of \$35 providing the person complies with our membership requirements.

**Termination by us:** We may terminate your membership immediately if you carry out any activity which is illegal, offensive, dangerous to other people or to you, if you act in serious breach of club rules, or if at any time four or more payments are overdue. If we terminate because of your actions, we will not be liable to you in any way.

## HOW TO CANCEL

After the initial period, you may cancel your membership by informing Ryding2Health Limited in writing, which may be by email. Confirmation emails / letters will be sent within seven days of receiving a cancellation request. Cancellation will take effect from your next direct debit date that is more than 1 month after we receive your request.

**Freezes:** During the initial term you can suspend your membership and your payments as set out in the front page. Each freeze must be for at least 1 month / 4 weeks. Your Initial Period will be extended by the length of freezes. After the minimum term you can suspend your membership by a maximum of 3 months in any period of 12 months of club use. A freezing administration fee of \$5 per week during the freeze period will apply. If a current medical certificate is produced, then the charge is waived for the period of time the certificate is valid. If you use the club during a freeze period, your payments will restart immediately.

## GENERAL

We may need to make changes to this membership agreement from time to time. We will give you one month's notice of any changes using email/text. Where we reasonably believe that a change will be detrimental to you (unless it is required by law) we will offer you the right to cancel the contract. You may have other rights under the Consumer Guarantees Act or other consumer law. It is your responsibility to use this club safely, to take care of your own health and to take care of your own property. Personal injury by accident in New Zealand is covered by the Accident Compensation Act.

## Guarantee Form (members under 16)

Name: \_\_\_\_\_ Mem #: \_\_\_\_\_

I understand that I am responsible for all payments of all the membership agreement I have signed for \_\_\_\_\_. The member is responsible for his or her use of the club and conduct within the club. The relevant terms of the membership agreement will apply to me as well as to the member.

Please tick one:

- ☐ All communication in relation to the membership should be sent to me
- ☐ All communication in regard to payments is be sent to myself, but day to day membership information is to be sent to the person listed below

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_