



Membership Agreement

Kama Women's Fitness Lower Hutt

PERSONAL DETAILS

Name: _____

Address: _____

Date of birth: _____ Membership Number: _____

Mobile number: _____ Home number: _____

E-mail address: _____

Emergency Contact: _____

Phone number: _____

CONTRACT SUMMARY

Membership Plan		Weekly Fee	\$
Membership Start Date		First week Paid	\$
Payment Frequency		First AP Date	
Minimum Term		Joining Fee	\$

KAMA WOMEN'S FITNESS – CONDITIONS OF MEMBERSHIP.

1. MEMBERSHIP PERIOD

The Member has agreed to Join Kama Women's Fitness Lower Hutt for the Minimum Term as specified in the contract. The member shall be entitled to use only the clubs facilities as agreed and specified under the member's applicable Membership Plan.

The member agrees that after the expiry of the Minimum Term the membership and all payments will continue until the membership is cancelled by the Member providing Kama Fitness with 28 Calendar days written notice in accordance with Clause 6. **[.....] please initial**

2. MEMBERSHIP FEES

Agree to set up payment: The member agrees to **establish and maintain an automatic payment** authority to meet the member's obligations under this agreement. [.....] **please initial**

Kama Fit Limited, Kiwibank 38 – 9020 – 0602835 – 00

Particulars: Last name & first name	Code: Cell phone no.	Reference: Membership No.
ie. Particulars: XXXXX xxxxxxx	Code: 027XXXXXXX	Reference: 21XXXX

Fee Changes: In the event of any changes in law that impact on the fee, i.e. a change in the rate of GST charged, Kama Fitness reserves to the right to adjust the then applicable fee to reflect those changes.

Fixed Term Members: Upon the expiry of the agreed Minimum Term we reserve the right to increase your fee to match the then nearest applicable membership plan. In that event we will give you 28 Calendar days' notice. Should you not wish to accept the fee increase you may exercise your rights to terminate as set out in Clause 6. [.....] **please initial**

Overdue Payments: In the event that a member fails to maintain their payments in a timely manner we can charge our reasonable administration fees incurred in recovery (minimum charge of \$7.50). If the Member's fees are more than 28 Calendar days in arrears we reserve the right to send to account to a 3rd party debt collection agency. In that event you will be further liable for meeting any collection costs and an early termination fee (assessed per clause 6). [.....] **please initial**

3. OPERATIONAL HOURS

Kama Fitness reserves the right to amend the clubs operational hours. Such changes may reflect public holidays or other seasonal events.

4. CLUB RULES:

A copy of the Club Rules is available from reception or the **kamafitness.co.nz** website. The Member agrees to comply with these rules together with any other rules set regarding your health & safety.

Kama Fitness reserves the right to amend the rules from time to time.

5. SUSPENSION OF MEMBERSHIP

The member may place their membership on hold for a minimum term of 21 days with a maximum total of 42 days per annum subject to a hold fee of \$4.00 per week to be paid at the commencement of the hold period. To place your membership on hold you will need to provide written notice prior to the commencement of any holding period.

Any "on hold" periods do not count towards any notice period associated with termination of Membership or the Minimum Term.

The Member will be responsible for adjusting their payment and / or stopping and recommencing their payment. [.....] **please initial**

6. TERMINATION OF CONTRACT.

BY YOU:

Termination during Minimum Term: You have contracted to remain a member for the Minimum Term on your application. In the event that you wish to terminate this contract prior to the expiry of the Minimum Term you must pay us a termination fee equivalent to 40% of the balance of fees due under the then remaining period of the contract.

Termination following completion of Minimum Term: Per Clause 1 you must give 28 Calendar days notice in writing of your intention to terminate. There are no termination fees applicable in that event.

BY KAMA FITNESS:

Kama Fitness can, at any time, terminate a Member's membership by notice in writing if the Member breaches any of the terms of this Membership, including;

- a) Failing to pay membership fees or other fees resulting from the Members use of the gyms facilities and services.
- b) Breaching any of the membership rules
- c) Carrying out any offensive or dangerous activities on Kama Fitness premises
- d) Kama Fitness considers the Member to be medically unfit to continue membership and use of the gym facilities.
- e) Behaving in such a manner at Kama Fitness's premises as may, in Kama Fitness's absolute opinion, be incompatible with continued membership.
- f) Conducting any unauthorised personal training or business activities within our premises.

7. TRANSFER OF MEMBERSHIP:

Subject to the timely payment of membership fees the member may apply to transfer this membership to a third party by completing the appropriate Membership Transfer form and payment of a \$100 Transfer Fee. The third party will be required to complete a new membership form.

8. KAMA FITNESS LIABILITY

The Member has rights under the Consumer Guarantees Act 1993. Other than these rights and the rights under this membership, Kama Fitness will not be

- a) Liable to the Member for any direct, indirect or consequential loss, damage or injury of any kind to the Member or the Member's property, provided Kama Fitness acted with reasonable skill and care.
- b) Obligated to give the Member any refund if the member terminates their membership or fails to use the membership during the membership term for any reason.

9. MEDICAL DECLARATION

The member declares,

1. That she is medically fit to use the gym and other facilities provided by Kama Women's Fitness.
2. Have no existing medical conditions which might place the member at risk of injury or physical damage.
3. The member will, for so long as membership may continue declare to Kama Women's fitness any medical condition which should advise or otherwise have been advised on the application.

[.....] please initial

10: ONLINE APPLICATION:

All online applications are subject to approval by Kama Fit Limited.

I have read, understand and agree to abide by the Conditions of Membership. I understand that this is a legally binding agreement between me and Kama Fit Limited.

Member Signature:
Accepted by Kama Fit Limited:

To be completed if the member is under 18 years of age.

<p>AGE RESTRICTIONS (Under 18)</p> <p>If an applicant is under 18 years, a parent or legal guardian must sign the consent below before membership will be accepted.</p> <p>Parent / Legal Guardian: I confirm that I am the parent or legal guardian of the named person in this application form. I have read this application form and membership rules and consent to the names person entering into the membership. I accept full liability for any debt which may arise as a result of her use of Kama Fitness and failure to make the agreed payments as set out in the application form.</p> <p>Signed: Full name and address of the parent / legal guardian</p> <p>.....</p> <p>Contact number:</p>
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