



## Direct Debit Membership Terms & Conditions

### In Summary.

- This is an ongoing agreement.
- A Payment fee of \$4.60 will be charged for each dishonoured or failed payment.
- Membership and payments will continue after the end of the minimum term unless the member has arranged to have their membership canceled.
- Cancellation must be made in writing, and a 10-day notice period applies
- If you cancel inside the minimum term a \$150 fee or a fee of 25% of the remainder of the membership (whichever is the lesser amount) will apply.
- You can put your membership on hold for a minimum of 1 month and a maximum of 3 months. A \$3 per week hold fee will apply.

### All gym rules and expectations must be adhered to.

- Respect the Facility and the equipment.  
You must clean surfaces after use, do not drop weights where possible and use equipment correctly.
- Lude behaviour will not be tolerated. Such as bullying, videotaping, threats, comments and actions deemed inappropriate and will be dealt with swiftly by Central Fitness staff. We reserve the right to instant cancellation of membership and trespass notice issues if deemed necessary.
- Use the equipment available at your own risk.



- Respectful and appropriate clothing must be worn at all times. Footwear can be removed for specific exercises however, this is at your own risk.
- Know your physical limitations.
- Show respect towards other members and staff.  
Respect each other's space, share equipment, and do your best not to intrude on other members' training sessions or activities.  
Please don't interrupt Members and Trainers when in class or personal training sessions as they are paying customers or working.
- When using the facility on your own, please ensure you have your phone within arms reach in the unlikely case of an emergency.
- Members 16 years and under are restricted to the hours of 6 am - 9 pm.
- Access keys are to be used by and for members only, you must scan in every time you come to the gym.
- Damaged equipment needs to be reported to Management immediately.
- Alcohol and illegal acts will not be tolerated.



## Central Fitness Terms and Conditions

### 1. Use of the Gym

1.1 You have the right to use the Gym facilities 24 hours a day 7 days a week, as or per your membership conditions noted at clause 2.1, 9 and 11 of these Terms, and providing you have your membership access key.

1.2 Your membership does not cover additional costs like food or drink, special classes or personal training, which you must pay for separately.

1.3 You agree and acknowledge that we will take all reasonable care to ensure that the building is accessible and our facilities offered to you during unmanned hours are available, 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.

### 2. Contents

2.1 Lump Sum (i) You acknowledge that the lump sum payment option is at a discounted rate in comparison to the direct debit payment plan. By paying a lump sum you acknowledge you are not entitled to a refund upon cancellation of your membership.

2.2 During the membership term you cannot cancel your membership except as set out herein. After the membership term has been met, your payments (if you have chosen a payment method) will continue until you advise us of your wish to cancel the agreement. You must continue paying even if you do not use the Gym.

2.3 Payments are guaranteed not to increase during the membership term unless required by law. After the membership term the rate may be increased by Central Fitness 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 pursuant to clause 6, but must do so in any event before the first direct debit at the new rate.

### 3. Club Rules and Procedures

3.1 You must comply with Central Fitness rules and procedures at all times while using the Gym which may change from time to time. These rules and procedures are designed to allow all members to get maximum benefit from their membership.

3.2 You must not carry out any illegal actions on the Gym premises and you must comply with the Terms and Conditions of your membership as outlined in this agreement.

### 4. Termination by You

4.1 If you choose to pay by a single lump sum payment, you are entitled to terminate your membership pursuant to clause 6.1, however you are not entitled to a refund for the remainder of your membership.

4.2 You are entitled to cancel your membership anytime. Note that there is a 10 day notice period for all cancellations. Any cancellation requests that fall inside the membership term will have a cancellation fee of either 25% of the remainder of the membership term or \$150. Whichever is the lesser amount for the member.

4.3 (iii) There are no cancellation fees payable for student membership, lump sum membership and the senior citizen membership (65+).

### 5. Termination by Us

5.1 We may terminate your membership immediately if you carry out any activity which is illegal, offensive, dangerous to other people or to you, or if you act in serious breach of the Gym rules and/or the Terms and Conditions contained herein, 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.



## 6. Cancellation

6.1 After the membership term, you may cancel your membership by informing Central Fitness in writing, which may be by email. Confirmation emails will be sent within seven (7) days of receiving a cancellation request. Cancellation will take effect 10 days after the date we receive your request.

6.2 A cancellation fee may be payable

6.3 These are the following cancellation payments that may be payable:

(i) For the 3, 6, and 12 month fixed contract:

(a) Cancellation fee inside membership term of \$150 or 25% of the remainder of the membership, whichever is the lesser amount

(ii) Other memberships, including promotional or special rates memberships:

6.4 You can only cancel your ongoing membership if all your payments and fees are paid up to date. If there are outstanding amounts owing you authorise us to deduct the balance owing by direct debit prior to cancellation.

## 7. Putting your Membership on Hold

7.1 You are able to suspend your membership for a minimum of one (1) month, during which time your access pass will also be suspended. After the minimum term of one (1) month, you can suspend your membership for a further two (2) months (maximum 3 months in total), within a 12 month period, or as agreed with the Gym.

7.2 If your on hold period is during the membership term then the membership term will be extended by the length of your on hold period.

7.3 An on hold administration fee of \$3 per week will apply and will come out of your account fortnightly or monthly by direct debit, and you authorise us to deduct the same, until your on hold period ends.

7.4 If you use the Gym during your suspension period, you acknowledge your membership payments will restart immediately.

7.5 Before you request your membership is placed on hold you must ensure that your membership fees are paid up to date and there are no outstanding fees owing to the Gym.

7.6 We have the right to refuse a request to put a membership on hold.

7.7 At the end of the on hold period your membership will automatically start again, and you must ensure there are sufficient funds in your bank account to meet your fees and payments.

## 8. General

8.1 It is your responsibility to use this Gym safely, to take care of your own health and to take care of your property.

8.2 If any changes are made to these Terms and Conditions or membership options, we will give you one month's notice in writing of any changes (via email/text).

## 9. Youth Membership Conditions

9.1. The minimum age for joining the Gym is 14 years old. If you are between the ages of 14-17 years your parent or guardian must acknowledge and accept the terms and conditions outlined herein.

9.2 You may only access the Gym between 6am – 9pm 7 days Monday to Sunday.



9.3 If we determine (at our sole discretion) that you are jeopardising your safety or the safety of other Gym users, have breached any other Gym rules or access the Gym outside of your permitted hours we have the right to terminate your membership immediately.

#### 10. Non-assignment

10.1 The Member is not entitled to assign, sell or in any other way transfer this agreement unless with the written consent of the Gym.

#### 11. Other

11.1 We may send you promotional or informative emails from time to time. You may opt out of these emails by request.

11.2 These terms and conditions and all other ancillary documents are our intellectual property.

### Payrix Direct Debit Terms and Conditions

#### 1. PARTIES

The "Facility Owner" means the organisation providing the service for which the Customer is paying. The "Customer" means the person or party signing this Direct Debit Authority and Agreement. "Payment Contract" means the contract in which the Customer has entered into to pay for the service provided by the Facility Owner to the Customer. "Payrix" is Payrix New Zealand, trading as Payrix, C/- 72-74 Main Street, Upper Hutt, New Zealand. Email [admin@payrix.com.au](mailto:admin@payrix.com.au). The Customer acknowledges that Payrix has been contracted by the Facility Owner to collect the payments due under the Payment Contract in return for having an entitlement to use the services provided by the Facility Owner and the purpose of the Contracts Privacy Act 1982, you acknowledge that all rights of the Facility Owner pursuant to this Agreement may be enforced by Payrix under the Payment Contract, as if it were the Facility Owner, without requiring your consent or any involvement on the part of the Facility Owner. Nothing contained in the Payment Contract shall render Payrix, the agent of the Facility Owner, for any purpose other than the collection of payments due and payable under the Payment Contract. The Customer acknowledges that Payrix shall not in any way be liable to you for the provision of Services provided by the Facility Owner.

#### 2. PAYMENTS

The Customer agrees to pay the installments at the agreed payment frequency as set out in the Payment Contract with the Facility Owner until all obligations under the Payment Contract and this Agreement have been met or this Contract is terminated in accordance with clause 4 or by the Facility Owner. The Customer agrees that Payrix shall administer the collection of payments due by the Customer to the Facility Owner. All payments due by you shall be made directly to Payrix in the manner specified in the Agreement. The Customers obligations under this agreement is to ensure sufficient funds remain available to cover the installment amount specified in the Payment Contract and this Agreement for at least three (3) days after the nominated installment date. The Customers obligations under this Agreement shall continue for the Term as specified within the Payment Contract. Any failure by The Customer to avail the Services Provided by the Facility Owner does not absolve the Customer from obligations under the Payment Contract or this Agreement.

#### 3. LATE PAYMENT FEE

A late payment fee may be payable by the Customer to Payrix for each reversal of a payment initiated by Payrix in accordance with the terms and conditions of this Agreement. The Customer authorises Payrix to direct debit any amount that falls due under this clause in order to bring The Customers account up to date.

#### 4. TERMINATION



The Customer may terminate this Agreement before the Payment Contract has run its full term if all installments and fees due under the Payment Contract have been paid and the Customer has met their obligations of termination as described within the Payment Contract with the Facility Owner. This Agreement may not be terminated before the Payment Contract has run its full term if all fees have not been paid or approved by the Facility Owner.

#### 5. BREACH

If the Customer is in breach of any clause in this Agreement and remains in breach for a period of 5 business days following a notice to rectify issued by the Facility Owner, then the Facility Owner may elect to suspend entitlement to Services until such time as the breach is recertified to the satisfaction of the Facility Owner, (without affecting the Customers obligation to continue the Payment of the Payment Contract and associated costs).

#### 6. LIABILITY

To the extent permitted by law, the Facility Owner and Payrix shall not be held liable or responsible to the Customer for any direct, indirect or consequential injury, loss or damage to the Customer or the property of the Customer whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out the Consumer Guarantees Act 1993 except to the extent permitted by that Act.

#### 7. PRIVACY

You have the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information concerning yourself held by the Facility Owner or Payrix.

#### 8. JURISDICTION

This Agreement is governed by the laws of New Zealand. The parties submit themselves to the non-exclusive jurisdiction of the Courts of New Zealand.

#### 9. SEVERABILITY

To the extent that any of the terms of this Agreement are prohibited, or unenforceable pursuant to or inconsistent with, any provisions at law those terms shall be excluded from this Agreement. The remainder of this Agreement and its application will not be affected and will remain enforceable.

#### 10. AMENDMENTS

No amendments to this Agreement or alteration to the payment terms or billing arrangements contained herein can be made without the prior written agreement of the Facility Owner and Payrix.

#### 11. INTERPRETATION

A reference to a Statute includes a reference to a regulation made under that Statute and any amendment thereto; A reference to a party includes that party's executors, administrators, personal representative, successors and assigns; A reference to the singular includes the plural and vice versa;

Headings in this Agreement are for convenience and identification of clauses only and do not otherwise affect its interpretation.