

EVOLVE MEMBERSHIP AGREEMENT

PLEASE PRINT CLEARLY

Name: _____ Date of Birth: ____/____/____

Address: _____

City / Town: _____ Post Code: _____

Phone: Home: _____ Mobile: _____ Work: _____

Email: _____ How would you like us to communicate with you?
 Email Text Both

Your Doctor: _____ Ph: _____

Emergency contact person: _____ Ph: (preferably cell) _____

Close relative/friend name: (not same as above) _____ Ph: _____

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

Occupation: _____ Employer: _____

How did you hear about us? (Please tick the MAIN reason you came in today)

- Walking / Driving past News paper Web site Flyer Radio
 Social Media Member (name of member / friend) _____

MEMBERSHIP SUMMARY

The "Initial Period" is a Minimum Term and will be extended should you "Hold" your membership (see details on reverse).
 Time payments are all made by Direct Debit. All payments must be made whether the membership is used or not.

Initial Period _____ Months (Not including Holds)

Total Payment \$ _____ Payment Frequency _____
 Week Fortnight Month First Direct Debit Payment Due ____/____/____

Total Due Now \$ _____ (1st 3 weeks + Join fee or PIF price)

After the "Initial Period", Direct Debit payments will continue until cancelled (see "How to Cancel"). Refunds are not given on any fees that have been paid or for any unused membership.

I have read and understood this document including the terms and conditions as set out on the second (back) page, and understand that this is a legally binding document. All the details that I have given are correct. I understand that you will use my personal information for administration, credit and marketing purposes. I have the right to see my personal information and ask for it to be corrected. I understand that I have 5 working days to cancel this agreement after today's date.

Signed: _____ Date: ____/____/____ Signed: _____ Date: ____/____/____
 Member Authorised person of Evolve

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

Adult	Couple	Student	Corp	Rstd
Member Type		DD	PIF	
DD form Complete		Y	N	

Join Fee	
1 st 3 weeks	
Total to Pay Now	

Photocopy ID taken	Y	N
Photo taken	Y	N
Key tag given	Y	N

Paid by: Cash / Chq / Eft / CC Paid: \$ _____ Balance: \$ _____ Balance to be paid by ____/____/____

Trainer _____ Membership Start Date: ____/____/____ (if not today) invoice required sent

Notes: _____

Toured by _____ Joined by _____ Date / / Added to GM by _____ Date / / Checked by _____ Date / /

MEMBERSHIP TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Note: you may cancel this contract without penalty within 5 working days after the Joining Date, 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.

This Membership Agreement is between the member whose details are on the front page (you) and Evolve Fitness LTD trading as Evolve Fitness, 18 Gladstone Street, Feilding.

USE OF THE CLUB

Your membership gives you the right to use the club facilities during normal opening hours (after hours access may be granted upon request and after a safety induction course, see "After Hours Terms and Conditions" below) on the terms of this agreement. We will take reasonable care to ensure that all facilities are available during opening hours but sometimes demand from other members or circumstances beyond our control such as equipment failure or power outages may mean the equipment you want to use may not be available.

FEES, PAYMENTS and HOLDS

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

During the Initial (minimum) Term membership you cannot cancel your membership except as set out in these Terms and Conditions. After the initial term, payments will continue until you advise us of your cancellation of this agreement (see how to cancel below), you must continue to pay even if you do not use the club. The membership rate quoted is a weekly rate 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 not to increase during the Initial Term unless required by law. After the Initial Term the rate may be increased by Evolve 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 but must do so before the first Direct Debit at the new rate.

When payments are missed, any overdue amount will be added to the next Direct Debit. All costs associated with the recovery of any missed payments will be added to the amounts due. This includes a \$50 administration charge and a \$5 per week penalty charge plus any and all collection agency costs.

✗ _____ *initial*

Holds: during the Initial Term you can suspend your membership as set out on the front page. Each Hold must be for at least 2 weeks. Your Initial Term will be extended by the length of your Hold/s. You can only suspend your membership for a maximum of 3 months over any 12 month period. A Hold administration fee of \$5 per week will apply. If you use the club during the Hold period your payments will restart immediately. In all cases Holds can not be backdated and takes effect once a Hold form has been completed.

✗ _____ *initial*

HOW TO CANCEL

Time Payments: After the Initial Term you can cancel your membership by informing Evolve Fitness in writing which may be by email. Confirmation letters/e-mails/texts will be sent within 7 days of receiving a cancellation request. Cancellation will take effect from the next Direct Debit date that is more than 15 working days after the date we receive your request.

Refunds are not given on any fees that have been paid for any unused membership.

If you choose to terminate your contract within the Initial Term, (which is at a discounted rate for agreeing to the Initial Term), you must pay us fifteen (15) working days notice **plus** the difference between the fees already paid and the higher amount of a 1 Month term through to termination date.

Alternatively, you can ask us to transfer your membership to another person, with our consent, for the remainder of the initial term providing you pay a transfer fee of \$40.00 and, as long as that person complies with our usual membership requirements.

✗ _____ *initial*

Paid in Full: Your membership will automatically end after the initial term is completed. If you choose to cancel before the end of the initial term, refunds will not be given on any fees that have been paid for any unused membership.

✗ _____ *initial*

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 breach the Club Rules and Procedures, 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 and any overdue fees may be collected by a Collection Agency.

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 from the front desk and online. You are required to comply with our health and safety requirements. You must respect other members and you cannot take photographs in the club without our permission and the permission of every person in the photograph. **Note:** There are security cameras operating and recording within the centre and "No Entry" areas are alarmed and monitored.

✗ _____ *initial*

AFTER HOURS TERMS AND CONDITIONS

Failure to adhere to, or breaking any of the "After Hours Term and Conditions" will result in your after hours access and possibly your membership being terminated.

I have been given a copy of the "After Hours Terms and Conditions" which also includes the "Club Rules and Procedures"

✗ _____ *initial*

GENERAL

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 your own property. Personal injury in NZ is covered by the Accident Compensation Act

Open 24/7

Staffed Hours: Mon - Fri 6am - 8.30pm, Sat & Sun 8.45am - 2.30pm

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