



First Name(s): \_\_\_\_\_  
 Surname: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Male  Female Date of Birth: \_\_\_\_\_

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

Tel. (Home): \_\_\_\_\_ Ethnicity:  NZ European

Tel. (Work): \_\_\_\_\_  Maori

Tel. (Mobile): \_\_\_\_\_  Pacific Islander

Fax: \_\_\_\_\_  Other (please specify) \_\_\_\_\_

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

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

Contact Phone No: \_\_\_\_\_

New Member  Renewing Member  Transferring Member Total Due Today: \$ \_\_\_\_\_

Membership Type	Joining Fee	12 Months	6 Months	3 Months	Automatic Payment
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Quantity	Description		\$	c
		Subtotal		
		GST		
		Total		

Cash  Eftpos  Cheque (please make cheque out to YMCA Gisborne)

Credit Card: Name on Card \_\_\_\_\_

Visa  Mastercard  Amex Card No.

Expiry Date: \_\_\_\_\_

NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I \_\_\_\_\_ (Full name)  
 hereby apply for membership of YMCA on the basis of the information contained in this application form which I declare to be true and correct and I agree to be bound by the terms and conditions of membership set out on this application.

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

OFFICE USE ONLY	
Sales Person: _____	Entered on Computer: _____
Payment Received: _____	Date: _____

## Terms and Conditions of Membership

### 1. Membership entitlement

The Member is entitled, during the term of his or her membership, to make use of the facilities and services subject to these terms and conditions.

### 2. Contract (Parties)

The "Centre" means the facility with regard to the provision of the services as outlined on the front of the contract. The "Member" means the party signing the membership contract. "Membership" entitles the member to the use of the facilities and services of the centre for membership term and requires the member to abide by the rules of conduct, dress, equipment and facilities use that may be established from time to time by the Centre. The YMCA Health & Fitness Centre, 150 Roebuck Road, Gisborne (Phone 867 9259) is the organisation providing the Service of billing and administration of the contract. Please keep your copy of the membership contract in a safe place while you are a member.

### 3. Membership Fees and Period

The Member agrees to:

- (a) Join YMCA for the agreed term; and /or
- (b) Pay the Monthly Fees as they fall due for the whole of the agreed time period until this Membership Agreement is terminated in accordance with Clauses 7 or 8.
- (c) Should payment not be made within 10 days following the Due Date, the member hereby agrees to pay all costs of collection both prior to and post legal action incurred by YMCA, including collection agency costs, court costs and solicitors fees, regardless of judgment.
- (d) The member will pay fees even if the member ceases to attend the above mentioned facility or purports to terminate membership before the end of the period.

### 4. Increase in Fees

YMCA may at any time increase Membership Fees, having given 30 days notice.

### 5. Late payments and non-payment fee

A late payment or non-payment fee of 5% of the amount outstanding is payable by the member to the YMCA. In addition to this late payment fee, the member hereby agrees to pay all costs of collection.

### 6. Suspension of Membership

The member may suspend his/her membership for medical reasons for no more than one calendar month in any one calendar year on provision of a written statement by the Member with a Doctor's Certificate attached.

### 7. Transfers to another person

As long as payments are up to date the YMCA will allow the transfer of the membership to another person for the remainder of the membership term.

### 8. Refunds

There will be no refunds on YMCA Memberships.

### 9. Compliance

The member shall comply with any rules and regulations now or hereafter made by YMCA.

### 10. Termination of Term Membership by Member

Membership is automatically cancelled at the end of the agreed term. If a membership is renewed prior to that time these terms and conditions apply.

### 11. Termination by YMCA

YMCA may terminate the member's Membership if the Member:

- (a) Fails to make payment of any fee on the due date.
  - (b) Fails to comply with the terms and conditions of this agreement.
- Where YMCA terminates the Member's membership, YMCA shall have the right to seek recovery of all fees owing to it in terms of this agreement and costs associated with that recovery.

### 12. What if I stop going to the Gym?

What you have purchased is the FULL ENTITLEMENT of use and access of the facility. Please understand that regardless of your frequency of use you are still liable for the payment of fees until the end of your membership term.

### 13. Limitation of liability

- (a) Except as provided in the Consumer Guarantee Act 1993, or as provided elsewhere in this agreement, YMCA shall not be liable or responsible to the Member for any direct, indirect or consequential injury, illness, loss or damage to the person or property of the Member, whatsoever and howsoever arising.
- (b) The Member accepts that any exercise programmes developed and set by YMCA have been developed in good faith relying (among other things) on information provided by the Member. In this regard the Member shall, when requested, disclose all relevant medical conditions to YMCA which may affect his/her undertaking a YMCA exercise programme.

### 14. Reciprocal membership

As a member you may enjoy the use of the other YMCA facilities for free whilst travelling away from your usual place of residence on holiday or business. Simply present your membership card at the reception.

**I HAVE READ AND AGREE TO  
THE ABOVE CONDITIONS OF  
THIS CONTRACT.**

Initial \_\_\_\_\_

COLLECTION OF INFORMATION: The Member acknowledges that personal information collected by or held by YMCA (whether obtained in this application form or otherwise obtained) is provided and may be held, used, and disclosed to enable YMCA to process this or any other application the member may make with YMCA to enable YMCA to notify any credit reporting or referencing agency of any application the member may make to YMCA or of any default by me in any obligation to YMCA, to enable YMCA to provide me or have provided to me advice or information concerning products and services YMCA believes may be of interest to me, to enable YMCA to sell or assign to any person any obligation the member may have to YMCA and to enable YMCA to communicate with me for any purpose. The member has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information held by YMCA concerning me.