

General Membership Conditions

The Contract begins the date the member signs the membership agreement.

The terms and conditions detailed in this document constitute the full and entire understanding and agreement between the parties. Any prior engagements, representations or undertakings (whether written, oral or implied) are superseded by this agreement.

Cooling Off Period

You can cancel your contract during your cooling off period. This lasts for seven (7) days from the date of signing up to one of the membership agreements.

We will cancel your contract and refund your initial payment, less your Start Up fee. You can request cancellation by one of these methods:

- Message via your Gym Master membership portal
- Email us

Please keep evidence of any cancellation request you make.

If you cancel your contract after this cooling off period, you may have to pay us fees, depending on why you end the contract.

You can cancel your membership during the minimum term if:

- You become sick or incapacitated. You must show us a certificate from a qualified medical practitioner stating that you cannot exercise for either 12 months, or the remainder of your term, whichever is longer.
- You relocate to an area more than 30 kilometres away from any club. You must show us a letter from your agent or employer
- You become bankrupt
- We make changes to the contract that adversely affect you

Departure Fee

We may charge a departure fee when you cancel your membership during the minimum term for one of the above reasons. The departure fee for cancelling within the minimum term requires you to pay 50% of the remaining balance of the contract.

eziDebit Direct Debit Memberships

It is the member's responsibility to ensure cleared funds are available in their nominated bank account/ credit card to meet the direct debit payment for their membership.

If you do not fully pay your fees on the due date, we may suspend your club access until your payments are up to date.

If a debit is returned unpaid by the member's financial institution, the member will be responsible for payment of the debit plus an additional \$21.70, a dishonour fee added by eziDebit New Zealand. Please note, Hiko Health & Fitness do not receive dishonour fees, this goes directly to eziDebit New Zealand.

You are responsible for

- making sure that your account can accept direct debits (your financial institution can confirm this)
- making sure there is enough money in your account on the payment day and the 3 following days
- telling us in advance if you are transferring or closing your account
- telling us in advance about any changes to your credit card, such as to its expiry date or number.

All Direct Debit Memberships are ongoing and deductions will be maintained beyond the minimum commitment unless the member provides a request to cancel the membership.

Suspension of Membership

You can suspend your membership via your Gym Master portal.

Membership can be suspended for a maximum of three (3) months within a twelve (12) month period. A membership can be suspended for a minimum of one (1) week and a maximum of three (3) months. Early reactivation is permissible.

The suspended time will be added on the end of the contract period.

A \$10.00 Fee will apply each time a membership is suspended and must be paid at the time the notice is given of the suspension. The fee can be paid in advance or by direct debit.

Before freezing your membership, you must: Complete a suspension form, stating the start and finish dates of the suspension and lodge it to Hiko Health & Fitness at least two (2) weeks prior to the commencement of their suspension and ensure all membership and other fees are up to date

Transferring your membership

Direct debit memberships can be transferred to a non member; as long as they have not been a member of Hiko Health & Fitness for at least three (3) months

- one (1) months notice must be given for the transfer
- a transfer fee of \$50.00 applies.

Code of Conduct

All members must respect other gym users and behave in an appropriate manner at all times.

All members and guests must wear suitable clothes and enclosed sports shoes in all exercise areas. We do not allow clothes with offensive images or inappropriate advertising.

We ask you to consider your personal hygiene when visiting. We also ask you to consider the appropriate use of language in our facility.

All members must respect and take due care with the handling and use of the facilities and equipment. You are responsible for using our facilities and equipment correctly, including adjusting levels or settings. If you are not sure how to operate any equipment, please see a staff member before you use it.

All weights and equipment must be put back after use

You must respect facilities – you are responsible for any damage to facilities or equipment caused by you.

Personal Training & Massage Therapy Sessions

Cancellations must be received at least 24 hours before the scheduled session time via members online rescheduling link or by calling / texting your trainer / therapist to avoid forfeiting the session. If 24 hours notice is provided, you will receive an account credit or refund.

We try to be accommodating in most situations, especially when members have emergencies.

Health and Fitness Risks

All members are required to inform Hiko Health & Fitness in writing if they believe there is a risk to their health by participating in a fitness activity. A Medical Clearance from the member's doctor may be required before the member is allowed to take part in any fitness activities at Hiko Health & Fitness and our membership programmes

Acknowledgment of Risks, Injury & Obligations

I acknowledge that at Hiko Health & Fitness the activity I am to undertake can be a dangerous activity and that by participating in it I am exposed to the risks listed below:

- I may be injured (physically or mentally), or may die;
- My personal property may be lost or damaged;
- Other persons participating in such activity may cause me injury or may damage my property;
- I may cause injury to other persons or damage their property and will be liable;
- The conditions in which the activity is conducted may vary without warning;
- If I am injured, there may be no or inadequate facilities for the treatment of, or transport of me to a medical facility if required;

I understand that I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

Release and Indemnity

I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Hiko Health & Fitness, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.