

AUTHORISATION & DECLARATION

- I authorise the Dunedin City Council (**DCC**) to debit my nominated bank account or debit my credit card account (as selected on the Direct Debit Membership Form) with all the amounts DCC may initiate by direct debit or credit card payment (as is applicable) until further notice in writing.
- I acknowledge that the amount I pay by direct debit may be subject to an annual increase in Membership Fees on at least 30 days' written notice to the email or physical address listed in this form. If I do not cancel my membership after such notice, DCC may take this as authority to increase the direct debit to the new direct debit amount.
- I confirm I have sole authority over the bank account nominated above.
- I authorise my bank to accept these instructions.
- I agree to pay to Ezidebit (NZ) Limited (the service provider who will be taking my direct debit or credit card payments): (i) the service fee of 1.87% per transaction; and (ii) a payer dishonour fee of \$5.50 (inclusive of GST) on each transaction where there are insufficient funds in my nominated bank account to make a payment as required under my direct debit membership.

I declare that:

- I am older than 14 years old.
- If I am less than 18 years old, I have sought the advice of a caregiver or parent prior to signing this form.
- The information provided in this form is true and correct.
- I have read and accept the attached direct debit membership terms (**Terms**).
- I will follow the rules and policies for the Aquatic Facility and gym (if applicable) as listed in the Terms, on the Aquatic Facility website, the DCC website (including the 'Policies at the pools') and displayed on the walls of the Aquatic Facility which I acknowledge may be amended from time to time.

DIRECT DEBIT MEMBERSHIP TERMS

The Member (**you, your**) agrees to use Aquatic Facility including the gym (if applicable) (**Facilities**) and Dunedin City Council (**DCC, we, our**) agrees to supply the use of the Facilities to you on the terms set out in the Upfront Membership Form (**Membership Form**) and these Direct Debit Membership Terms (**Terms**).

Capitalised terms in these Terms have the meaning set out in the Membership Form.

Use of Facilities

1. You are entitled to use the Facilities during normal opening hours which may be changed at any time at our discretion. At times we may close or limit access to the Facilities due to maintenance, health and safety requirements or for event bookings. You are not entitled to any Membership Fee refund for such closures.
2. If you have purchased a gym membership as part of your direct debit membership, you are entitled to use the gym facilities including such equipment as may be available in the gym from time to time. Your gym membership also gives you access to the pools.

Group Fitness

3. If your direct debit membership is a Premium Membership, it includes Group Fitness Classes including our Aqua Fit Fitness and Just Ride classes.
4. We do not hold Aqua Fitness or Just Ride classes on public holidays. We may cancel a class or classes without prior notice at our sole discretion.

Member Conduct

5. You agree to:
 - a) comply with the rules for the use of the Facilities as listed in these Terms, on the Aquatic Facility website, the DCC website and displayed on the walls of the Facilities (**Facility Rules**);
 - b) act with courtesy and respect towards other members and staff;
 - c) use all equipment in a safe manner;
 - d) maintain appropriate standards of dress and hygiene;
 - e) notify us immediately of any health and safety issue identified at the Facilities; and
 - f) comply with all directions and instructions given to you by Facility staff.
6. We reserve the right to require you to leave the Facilities immediately if you carry out any activity which we consider to be dangerous, offensive or in breach of any health and safety requirement.

Direct Debit Membership

7. You must pay four (4) weeks of the Membership Fee upfront on initial purchase of the Membership (Initial Payment). All remaining instalment payments under the Membership will be paid by direct debit in accordance with the Terms. Your membership will commence on payment of the Initial Payment (or any other agreed start date) and continue until terminated under clause 16 or 17.
8. You agree to pay instalments in advance by direct debit for each week, fortnight or month of your membership on the same day of the week, fortnight or month the membership was purchased (or end date of the Initial Payment).
9. Your direct debit membership will automatically renew when each payment is due. It is your responsibility to stop your direct debit payments on termination.
10. All direct debit fees are inclusive of GST. A tax receipt is available on request.
11. If you miss any payment, your direct debit membership will immediately be suspended and you will not have access to the Facilities, until your payment is processed and up to date. You will receive a notification that a missed payment has occurred by the email you have given us. This email will have a link where you can make the payment, or you can visit the reception staff at any of our Aquatic Facilities. If you pay the owing amount we may re-grant your direct debit membership but we reserve the right to terminate your direct

debit membership if you have missed more than two payments within 6 months. If you do not pay the missed payment, we may then terminate your direct debit membership without notice and we may choose not to grant you this membership again.

12. Direct debit payments are not processed over the weekend, only on weekdays (excluding public holidays). If payments are scheduled on public holidays, they will be processed the next working day.

Increase in Membership Fees

13. We may only alter the Membership Fee once within the period following 1 July in each year as a result of our annual review of Membership Fees. As your direct debit membership automatically renews and we have notified you of a change in your Membership Fee, your direct debit will be adjusted to the new amount on the date your next payment is due after the notice period referred to in clause 14 expires.
14. Notices regarding changes in Membership Fees will be sent to the email address you have provided us at least 30 days before the changes come into effect.

Contact Details

15. To ensure that you continue to receive notices from us, you must keep us informed of any changes in your email address and other contact details.

Termination

16. We may terminate your direct debit membership immediately without notice:
 - a) If you breach any of these Terms;
 - b) for any serious or repeated breach of any of the Facility Rules; or
 - c) if, at our sole discretion, you bring us into disrepute or have not complied with the law.
17. You may terminate your direct debit membership at any time by stopping your direct debit payment and giving DCC 5 working days' notice that you are going to do so.
18. You are not entitled to a refund of any Membership Fee upon termination of your membership.

Assignment

19. All direct debit memberships are personal. You cannot assign or authorise the use of your membership to any other person.
20. We may assign or transfer any of our rights or obligations relating to your membership to a third party at any time.

Health and Safety

21. You must ensure you have the appropriate fitness level and health to undertake your chosen activities at the Facilities. If you have any questions or concerns about exercising safely you should see your doctor for approval to undertake such activities.
22. We will comply with our obligations under the Health and Safety at Work at 2015.
23. To assist us to maintain the equipment in a safe condition, please advise of anything you observe which needs our attention.
24. You must comply with all of our instructions and the instructions of Facility staff. We do not give members advice about individual fitness or training programmes. These services are available from one of our independently contracted personal trainers or swimming coaches on their terms and conditions.

Membership Cards

25. We will issue you with a membership card. This is personal to you and may not be used by any other person.
26. You are required to have your photo taken for identification purposes.
27. You must produce your membership card at reception or at the gates depending on pass type to access the Facilities. If you lose your card, you will need to pay a \$2.50 fee for a replacement.

Liability

28. Use of the Facilities is at your own risk. Except as provided by statute, we will not be liable in contract or tort (including negligence) or otherwise for any loss, damage, physical or mental injury you may suffer during or after using the Facilities.
29. You are responsible for any damage you cause to our equipment at the Facilities and you indemnify us against any loss, damage or injury we suffer or incur from your actions.

Privacy

30. All personal information about you will be held by us in accordance with our privacy policy available of the DCC website.
31. We will only use that information for purposes required for administration of your membership. In accordance with the Privacy Act 2020, you are entitled to access and correct the personal information held about you.

General

32. No failure or delay by the DCC in insisting on the strict performance of these Terms or to exercise any right under these Terms will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any breach will not be a waiver of any other breach.
33. If any provision of these Terms become invalid or unenforceable, that provision will be deemed deleted from these Terms and such invalidity or unenforceability will not affect the other provisions of these Terms, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provisions.