



TITAN TRAINING GROUND

MEMBERSHIP TERMS AND CONDITIONS AGREEMENT: PLEASE READ CAREFULLY.

Note: You may cancel this contract without penalty within 5 working days after you have received a copy of it 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 and for any goods you have received on joining up. This Membership Agreement is between the Member whose details are on the membership agreement (you) and Titan Training Ground trading as Titan Training Ground head office 93 Durham Street South, Sydenham, Christchurch 8023, New Zealand. (we,us).

USE OF THE TRAINING CENTRE: Your membership gives you the right to use the training centre during normal opening hours on the terms of this Agreement. It does not cover additional costs like food or drink, clothing, personal equipment, special classes, seminars, or personal training, which you must pay for separately. We will take all reasonable care to ensure that facilities are available during normal opening hours, but sometimes demand from other members or circumstances beyond our control such as equipment failure or the availability of staff may mean that the equipment or classes that you want to use or join may not be available.

FEES AND PAYMENTS: You agree to pay all the payments as shown on your payment agreement. During the initial (minimum) period membership you cannot cancel your membership except as set out in these Terms and Conditions. After the initial period, payments will continue until you advise us of your cancellation of this agreement (see "How to Cancel" below). You must continue paying even if you do not use the club. The membership rate quoted is an instalment 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 period unless required by law. After the initial period the rate may be increased by Titan Training Ground 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 payment(s) are missed, any overdue amount will be added to the next Direct Debit. All costs associated with recovery of any missed payments will be added to any amounts due. This includes a \$15 administration charge, and all reasonable collection agency costs.

Club rules and procedures: You must comply with training centre rules and procedures at all times while using the services and facilities. 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 at the front desk and online. You must not carry out any illegal acts on the training centres premises and you must comply with our health and safety requirements. You must respect staff and other members, and you must not take photographs, audio, or video footage in the club without our permission and the permission of every person in the photograph, audio, or video.



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Termination by you: If you choose to terminate your contract within the Initial Term, then if you have a special discounted rate for agreeing to an initial term you must pay us 25 percent of the remaining balance of your membership agreement. And the retail cost of any product obtained as part of the membership agreement to cover our losses. 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 \$50 plus a direct debit set up fee, providing that person complies with our usual membership requirements.

Termination by us: 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 act in serious breach of the training centres rules, 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. Any outstanding fees may be referred to a collection agency to obtain payment from you. You are responsible for the payment of the outstanding fees along with any additional fee or charges incurred by the collection action.

HOW TO CANCEL: After the initial period you may cancel your membership by informing Debit Success and Titan Training Ground in writing which may be by email. If by email, send your request to Debit Success as the main recipient and cc in Titan Training Ground. Confirmation letters/emails /texts will be sent within 10 working days of receiving a cancellation request. Cancellation will take effect from your next direct debit date that is more than 3 working days after we receive your request.

Payment Holds: During the initial term you can suspend your membership and your payments as set out in the membership payment agreement. Each payment hold must be for at least 1 week with a maximum of 4 weeks per 12 month period. Your Initial Period will be extended by the length of the suspended period. After the minimum term you can suspend your membership by a maximum of 1 month in any period of 12 months of training centre use. A frpayment hold administration fee of \$10 per suspension request will apply. If you use the training centre during a freeze period, your payments will restart immediately. All suspension requests require you to provide a start and finish date for the requested hold period. If a suspension is applied during the billing period then a part charge will apply for the billing period.

GENERAL: We may need to make changes to this membership agreement from time to time. We will give you one month's notice of any changes using email/text. Where we reasonably believe that a change will be detrimental to you (unless it is required by law) we will offer you the right to cancel the contract. You may have other rights under the Consumer Guarantees Act or other consumer law. It is your responsibility to use this training centre safely, to take care of your own health and to take care of your own property. Personal injury by accident in New Zealand is covered by the Accident Compensation Act.

By agreeing to training with Titan Training Ground and/or by signing a membership agreement with Titan Training Ground either in writing or electronically. You agree to be bound by the terms and conditions of the membership terms and conditions agreement.