

# LI<sup>NS</sup> DEN

## GYM & FITNESS CENTRE

### 1. MEMBER DETAILS

First name: \_\_\_\_\_ Last name: \_\_\_\_\_  
Preferred first name: \_\_\_\_\_ DOB: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_  
Address: \_\_\_\_\_ Gender:  Male  
Suburb: \_\_\_\_\_  Female  
City: \_\_\_\_\_  Rather not say  
Medical information (if applicable):

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### 2. EMERGENCY CONTACT

First name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Cell: \_\_\_\_\_ E-mail: \_\_\_\_\_

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### 3. DECLARATION & ACKNOWLEDGEMENT

#### UNDER 18

This is to certify that I, a parent/guardian with legal responsibility for the member, consent and agree to the membership and club usage terms and conditions.

Parent/Guardian name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Contact number: \_\_\_\_\_ Date: \_\_\_\_\_

#### OVER 18

By signing this agreement, I acknowledge that I have received and read a copy of the membership and club usage terms and conditions.

Member name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



DIRECT DEBIT REQUEST

Ph: 069284515

NEW CUSTOMER FORM

**YOUR DETAILS** | Please complete this form using a BLACK PEN. \* Indicates a MANDATORY FIELD

Business: Tutaki Youth Incorporated 100-603-809

Customer Reference:

\* Surname:  \* Given Name:

\* Mobile #:

\* Email:

\* Address:

\* Suburb:  \* Postcode:

**DEBIT ARRANGEMENT** | Including payment details and associated fees/charges detailed below and/or the total amount billed for the specified period for this and any other subsequent agreements or amendments between me/us and the Business and/or Ezidebit

Once Only Debit      On Date:  /  /       Debit this amount: \$

Regular Debits      Starting on Date:  /  /       Debit this amount: \$

Frequency:     Weekly       Fortnightly       Monthly       4 Weekly

Duration:       Continue regular debits until further notice (Minimum of  Debits)

<b>Administration Fee (once only) up to:</b> \$5.50	<b>Bank Account Transaction Fee:</b> \$1.20	<b>Credit Card Transaction Fee:</b> VISA/Mastercard: 2.75% (Min \$0.90) AMEX/Diners: N/A	<b>Failed Payment Fee:</b> \$21.90
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**CHOOSE YOUR PAYMENT METHOD**

Debit from Credit Card -     VISA     MasterCard

Card Number:     Expiry Date:  /

Name of Cardholder:

By signing this form, I/we authorise Ezidebit (NZ) Limited, acting on behalf of the Business, to debit payments from my specified Credit Card above, and I/we acknowledge that Ezidebit will appear as the merchant on my credit card statement.

Details of the Account to be Debited

Financial Institution:     Branch:

-        

Bank    Branch    Account    Suffix

Account Holder Name:

Payer Particulars    Payer Code    Payer Reference

      

I/We authorise you until further notice to debit my/our account with all amounts which EZIDEBIT (NZ) LIMITED, the registered initiator of the above Authorisation Codes, may initiate by Direct Debit. I/ We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Signature(s) of Nominated Account:       Date:  /  /

Approved	
2741	
07	21

## DDR SERVICE AGREEMENT (Ver 1.6)

### DDR Service Agreement (Ver 1.6)

**Please print and retain for your records.** This Direct Debit Request Service Agreement (**Agreement**) forms part of the terms and conditions of your Direct Debit Request (**DDR**).

#### Specific conditions relating to notices and disputes

1. You agree that Ezidebit (NZ) Limited (the **Initiator**) must give you at least 10 days' prior notice of each direct debit, provided that where the direct debit is in a series, the Initiator is only required to provide 10 days' notice prior to the first direct debit in the series.
2. Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to you.
3. You can also agree with the Initiator to receive a same day notice for direct debits specifically requested by you.
4. All notices must be in writing, but can be delivered electronically, if you have agreed that with the Initiator.
5. You can also ask you to reverse a direct debit up to 120 days after the direct debit if:
  - You didn't receive proper notice of the amount and date of the direct debit, or
  - You received notice but the amount or date of the direct debit is different from the amount or date on the notice.
6. If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, you understand that the Initiator doesn't need to notify you again about that direct debit.

#### Other Terms

7. If you believe that there has been an error in debiting your account, you should notify the Business as soon as possible. The Business will notify you in writing of its determination and the amount of any adjustment that will be made to your nominated account (if any). The Initiator will arrange for your financial institution to adjust your nominated account by the applicable amount (if any). Alternatively, you can also contact your financial institution.
8. You agree that the Initiator will not be liable for any disputed transactions resulting from the supply or non-supply of goods and/or services by the Business and that all disputes will be directed to the Business (as the Initiator is acting only as an agent for the Business).

#### Debiting Your Account

9. By agreeing to the DDR you authorise the **Initiator** to make debits to your nominated account. You agree that this authority is subject to your bank's terms and conditions that relate to your account.
10. The debit will be processed on the next business day after the direct debit date if:
  - (a) a payment request is received by the Initiator after the Initiator's usual cut off time, being 5:00pm NZ time, Monday to Friday; or
  - (b) there is a public or bank holiday on the day when the debit transaction is due to be processed or on any of the following days until the debit is processed.
11. You authorise the Initiator to attempt to re-debit any unsuccessful payments. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by the Initiator.
12. The Initiator may charge you certain fees (including setup, variation, SMS or processing fees) where applicable under your debit arrangement.

#### Your Responsibilities

13. It is your responsibility to:
  - (a) Ensure that your nominated account can accept direct debits;
  - (b) Ensure that the details on the DDR are correct, and the bank account has been verified against a recent bank statement;
  - (c) Ensure that all authorised signatories nominated on the financial institution account to be debited authorise the DDR;
  - (d) Ensure that there are sufficient cleared funds in the nominated account, as a failed payment fee may be charged by Ezidebit if a debit is returned by your financial institution as unpaid;
  - (e) Advise immediately if the nominated account is transferred or closed or your account details change;
  - (f) Arrange a suitable payment method if the Initiator or the Business cancels the drawing arrangements.

#### Cancelling or Changing Direct Debits

14. Subject to the terms and conditions of your agreement with the Business, you may cancel, alter or defer the debit arrangement by contacting the Business a reasonable time before the date that the drawing is to be made.

#### Confidentiality

15. We will keep your account details and direct debit records confidential in accordance with the Initiator's Privacy Policy, except where the disclosure of certain information to your financial institution is necessary to enable us to act in accordance with your drawing arrangements. We may disclose the information in the event of an alleged incorrect or wrongful debit, in relation to a claim, or otherwise as required by law.

#### Contact

If you wish to contact the Initiator about anything relating to this Agreement, you should contact:

Ezidebit Pty Ltd NZBN 9429035266310  
PO Box 5587, Wellington NZ 6145  
Ph: 0800 394 332 Email: [support@ezidebit.co.nz](mailto:support@ezidebit.co.nz)  
<https://www.ezidebit.com/en-nz/contact>

## LIONS DEN GYM & FITNESS CENTRE MEMBERSHIP TERMS AND CONDITIONS

**DEFINITIONS:** In this agreement, “Club” refers to Tūtaki Youth Inc operating as the Lions Den Gym & Fitness Centre. “I” and “member” means the person(s) whose name(s) and signature(s) appear on this document. Member is responsible for updating contact information.

**CANCELLATIONS AND REFUNDS:** You have the right to cancel your membership without any penalties. To cancel, simply e-mail the Club [info@lionsdengym.org.nz](mailto:info@lionsdengym.org.nz) and clearly state that you want to cancel your gym membership. Memberships are non-refundable and non-transferable, and although any payments you have made are non-refundable, all future automatic payments will be cancelled.

**MEMBERSHIP FREEZE:** I have the right to freeze my membership for up to three months annually. I understand that I must continue to pay full fees for my membership unless I cancel or freeze my membership. If you are on a direct debit membership, all membership holds are pro-rated based on your fortnightly billing rate.

**FEE INCREASES:** I agree that the Club may increase my membership fees or any other fees at any time. I understand that the Club will make a fair effort to tell me at least 14 days before by writing to me at the last address I provided (which may be an email address). Where the Club has done so, I authorise the Club to increase any debits from my nominated account in line with this increase.

**FACILITIES AND SERVICES:** The Club reserves the right at any time to delete, discontinue, repair or replace the facility equipment without any effect on this Agreement. The Club may be closed for up to two weeks each year for maintenance purposes.

**MINIMUM AGE:** I acknowledge that generally all membership holders of the club must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign the Membership Agreement.

**TERMINATION:** In cases where there is cause for termination, the Club retains the right to terminate your membership. Termination may occur if any of the following situations arise: (1) failure to make payments, late payments, or non-payment of fees, (2) interruption or discontinuation of payment for services or membership fees without an acceptable alternative provided by you or your co-signer, (3) non-compliance with membership policies or gym rules, or violation of any part of this agreement, or (4) engaging in improper conduct that is harmful to the best interests of the gym or its members. Termination will become effective upon delivering a written notice to your last known address, through a phone call or via an e-mail to your provided contact details. It's important to note that you remain responsible for any financial obligations until the termination date.

**ADMINISTRATION:** Upon sign-up, there is a fee of \$10 for obtaining a control access fob. Any replacement access fobs will be at my own expense. For any direct debit memberships, if payment is not made for six weeks or more, your membership may be cancelled with a \$40 cancellation fee, and you will be marked as a bad debtor. Bad debtors are required to pay the cancellation fee before re-joining, and the Club reserves the right to withhold the direct debit membership.

**DEBT RECOVERY:** If I owe the Club any monies under the Membership Agreement and my failure to pay such monies causes the Club to enter into debt recovery process, then I will indemnify the Club in relation to all costs and disbursements incurred (including but not limited to administration fees, legal costs on a solicitor and client basis, collection agency costs, and bank fees).

**TEXT MESSAGES/EMAILS:** I understand that I may receive text messages and emails from the Club that relate to my membership. I may also receive commercial/promotional text messages or emails from the Club that I can opt out of.

**SEVERABILITY AND WAIVER:** If a court finds that any part of any term of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement. If the Club does not enforce its rights under this Agreement at any time, it does not mean that it may not do so on future occasions.

**PAYMENT AUTHORISATION (Direct Debit only):** I authorise the Club to pay fortnightly direct debits on my behalf which will start on the next scheduled billing date after my membership starts, unless otherwise directed. These include all amounts which Ezidebit (NZ) Ltd, the initiator of the listed Authorisation code, may initiate by direct debit. These payments will continue unless the membership is cancelled or frozen as instructed in this agreement. I agree to notify the Club of any account changes. I understand that my direct debit includes a fortnightly transaction fee of \$1.20, a one off start-up fee of \$5.50, and I may be subject to a penalty fee of \$21.90 if my direct debit fails on billing day. All penalty fees must be paid in addition with any membership fees.

## **LIONS DEN GYM & FITNESS CENTRE USAGE TERMS AND CONDITIONS**

**ACKNOWLEDGEMENT OF RISKS, INJURY, AND OBLIGATIONS:** I acknowledge that the activity I am about to engage in is potentially risky, and by participating, I am exposing myself to certain dangers. I am aware of the following points regarding my participation: (1) There is a possibility of sustaining physical or mental injuries or even death (2) My personal belongings may be lost or damaged during the activity (3) Other individuals involved in the activity may cause harm to me or damage my property (4) I may inadvertently cause harm to other participants or damage their property (5) The conditions in which the activity takes place may change unexpectedly (6) In the event of negligence or a breach of agreement by the Club, I may sustain injuries, experience death, or encounter property damage. (7) There might not be adequate facilities available for treatment or transportation in case of injury (8) I willingly assume all risks and accept full responsibility for any injuries, fatalities, or property damage resulting from my participation in the activity. By acknowledging these risks and obligations, I agree to proceed with the activity with a clear understanding of the potential outcomes.

**RELEASE AND INDEMNITY:** I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless Tūtaki Youth Inc. operating as the Lions Den Gym & Fitness Centre, 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.

**FACILITY:** I will always wear appropriate covered footwear and clothing while in the gym facility. All weights and equipment will be put back after use in their respective locations by myself. I will spray and wipe down equipment after use, provided I am not using a towel on equipment. I will not bring any children whatsoever into the gym unless they are partaking in a provided group class. I will ensure the building is secure upon exit. There is no smoking or vaping allowed onsite.

**ACCESS FOBS:** I understand that access fobs are a requirement to become a member. These are sold as a purchased item and become my property, and I agree that there are no refunds provided for these when I cancel my membership. I may bring a guest during staffed hours only and only after arranging for a pass with Club staff. I understand and agree that I will be responsible for any claims, damages and charges made by or

caused by an unauthorized guest I bring into the Club. In being provided an access fob, I agree that: (1) Access fobs are not transferable and if I allow my fob to be used by another person this is a serious breach of terms and conditions and will entitle the Club to terminate this agreement immediately, without notice, and apply a \$40 penalty fee (2) If my access fob is lost or stolen I must notify the Club immediately and the Club reserves the right to charge an administration fee for the provision of a replacement access fob (3) If I do not have my access fob with me, this will more than likely mean that I will not be able to access the Club during non-staffed hours, nor should I expect any other member to let me into the Club (4) I agree that if I fail to pay my membership fees on the due dates for payment, the Club will have the right to terminate this Agreement by giving me written notice of its decision to terminate or at its discretion suspending my membership by deactivating my access fob until all overdue membership fees have been paid.

**INDUCTION:** To mitigate risk and ensure that a member correctly operates or uses our Club facilities, I understand that I am required to undertake an induction with a Club staff member before use. I understand that this is a requirement prior to using the Club facilities.

**RULES AND REGULATIONS:** I agree to follow any Club rules posted or communicated by Club staff. The Club may, in its sole discretion, modify its rules or policies without notice at any time.

**FILMING PERMISSIONS:** Members can film their workouts within the Club for personal use or social media content. However, if other individuals, including background gym users, are present in the video, members must seek permission from those individuals before including them in the footage. Any content used to bully, shame or embarrass other gym users will result in immediate termination. Respecting the privacy and consent of others is essential, and failure to obtain proper permission may result in the member being asked to refrain from filming or using the footage with others present. I understand that the Club uses unmonitored video surveillance and access fob usage is logged, which both may be retained by the Club for future use.

**EXCLUSIVE TRAINING RIGHTS:** Only Club staff, or those with a formal written agreement with the Club, have the right to train members, perform rehabilitation, corrective exercises and prescribe programming. Members understand that these should be sought exclusively through Club staff, and any unauthorized individuals are not permitted to provide such services within the Club.

**PHYSICAL CONDITION AND MEDICAL ADVICE:** I confirm that I am in good physical condition and have no medical reason or impairment that would prevent me engaging in unsupervised exercise. I understand and acknowledge that the Club will not and cannot provide me with any medical advice. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the Club facilities.

**DISCLOSURE OF YOUR PHYSICAL CONDITION:** I agree to disclose to the Club all relevant personal health and fitness information both prior to and during engagement in any exercise program, or service the Club provides, as a part of my membership. This is inclusive of any health risk assessment, initial and periodic consultations, and relevant information or recommendations provided to me by my medical or allied health services. I further warrant that I will not use Club facilities, services or products whilst I am suffering from any infections or contagious illness, disease or other ailment or whilst I am suffering from any physical ailment such as open cuts, sores or minor infections where there is a risk to other members and guests

**BEHAVIOURS:** Our club is deeply committed to a safe and inclusive environment that caters to all individuals, and we have zero tolerance for any form of aggression and obnoxious behaviour, including but not limited to confrontational actions and offensive language and/or gestures. Violating any of these acts will result in immediate termination.