

1. Definitions

- 1.1. Agreement means the Membership Agreement made between you and Southern Latitude CrossFit.
- 1.2. Billing Account means the bank account or credit card nominated by you to have your direct debit Membership Fees deducted from.
- 1.3. Club means Southern Latitude CrossFit.
- 1.4. Club Access means terms as described on Membership Flyer.
- 1.5. Club Rules mean the Club rules as amended from time to time, which are located at the Club or online at www.southernlatitudecrossfit.co.nz
- 1.6. DD Membership means membership, with recurring direct debit payments.
- 1.7. DD Membership Fee means the fee payable for the DD Membership inclusive of any Payment Provider fees and GST.
- 1.8. Dishonour Fee means a \$10.00 fee.
- 1.9. Southern Latitude CrossFit means the entity on your Agreement and includes its heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.
- 1.10. Member means the individual who has entered into this Agreement with Southern Latitude CrossFit.
- 1.11. Membership Flyer is the document that sets out the access to the Club, the term, the services provided, and the fees payable. Southern Latitude CrossFit reserves the right to update the Membership Flyer from time to time.
- 1.12. Membership Fees means the fees that are due and payable by you pursuant to this Agreement.
- 1.13. Minor means members under the age of 18.
- 1.14. Paid In Advance (PIA) Membership means Members that have paid in advance according to the level of PIA membership as indicated on the Membership Flyer.
- 1.15. Payment Agreement means the Agreement between you and our Payment Provider, permitting the Payment Provider to provide the direct debit and credit card payment facilities.
- 1.16. Payment Provider means the Payment Provider specified from time to time by Southern Latitude CrossFit.
- 1.17. Policies means the Southern Latitude CrossFit membership policies as amended from time to time, which are located online at www.SouthernLatitudeCrossFit.co.nz and available at the Club on request.
- 1.18. Products means any products that are purchased pursuant to Southern Latitude CrossFit sale of goods terms and conditions.
- 1.19. Written Notice means a notice by email to Southern Latitude CrossFit or from Southern Latitude CrossFit to the Members last known email address as per the records held by Southern Latitude CrossFit.

2. Terms and Conditions

- 2.1. Your Membership is governed by this Agreement and the terms in the Membership Flyer.
- 2.2. This Agreement incorporates the terms of the Policies and the Club Rules.
- 2.3. Signing this Agreement does not automatically entitle you to membership as your application may be subject to further review by Southern Latitude CrossFit.

3. Membership

- 3.1. Nature of Membership. Your membership permits you to use Southern Latitude CrossFit premises, facilities, equipment and services as shown and limited by the Membership Flyer. Your membership is non-transferable.
- 3.2. Change to Details. You must provide Southern Latitude CrossFit with any changes to your details, which are relevant to your membership, by updating your personal details held by Southern Latitude CrossFit or providing Written Notice to your manager.

4. Membership Hold

Southern Latitude CrossFit will only hold your membership if you qualify under the Membership Hold Policy set out by the Club in your Membership Flyer. If you qualify for a membership hold the following must apply:-

- 4.1. You must be in good standing and current with all fees.
- 4.2. You must activate a Membership Hold at any time by providing Written Notice to your Southern Latitude CrossFit Club.
- 4.3. Your Written Notice request must be submitted a minimum of 2 business days prior to the date that it is to start. Having submitted your On Hold request an email confirming the details will be sent to you from Southern Latitude CrossFit.
- 4.4. You will have no access to your Club during the period that your membership is On Hold.
- 4.5. If you need to cancel the On Hold you must advise your Club by Written Notice.

5. Payments

5.1 Direct Debit Memberships

- 5.1.1. You agree to pay all Membership Fees as set out in your Membership Flyer and agree to be bound by the direct debit terms and conditions as described in the Payment Agreement with our Payment Provider.
- 5.1.2. For a DD Membership you must make your payments in advance according to the payment frequency set out in your Membership Flyer.
- 5.1.3. You must complete and confirm acceptance to the Southern Latitude CrossFit Payment Agreement authorising the Southern Latitude CrossFit' Payment Provider to debit the Membership Fee due for each direct debit period from your Billing Account.
- 5.1.4. Southern Latitude CrossFit will endeavour to contact you by phone, email or sms to inform you of any overdue payments. In the event that Southern Latitude CrossFit cannot contact you, it will provide you with Written Notice of overdue payments;
- 5.1.5. A member will be charged a \$10.00 Dishonour Fee in the event that a fortnightly direct debit payment is dishonoured by their financial institution.
- 5.1.6. Additional fees, being bank charges or administrative charges incurred by the Payment Provider will apply for any overdue or late payments.
- 5.1.7. Southern Latitude CrossFit will not be liable for any additional fees, being bank charges or administrative charges incurred by the member from the members' financial institution in the event that a direct debit payment is dishonoured.
- 5.1.8. If there are repeated failures to meet your payment obligations (other than through the fault of Southern Latitude CrossFit or its Payment Provider), without prejudicing Southern Latitude CrossFit' rights to recover any overdue payments, your membership may be suspended or terminated by Written Notice to you.

5.1.9. Southern Latitude CrossFit reserves the right, at any time, to change the Membership Fees charged to members for use of the Club facilities. Southern Latitude CrossFit agrees to use reasonable endeavours to provide you with Written Notice (email) of the changes. The changes will take effect 30 days after the Written Notice has deemed to be received by you. We deem receipt to have occurred 2 business days after the Written Notice was sent. At the end of the 30 day period, you authorise Southern Latitude CrossFit and/or the Payment Provider to debit the new amount to your account (excluding members within 1 year of payment cycle)

5.2. Paid in Advance Memberships

5.2.1. For a PIA membership, you must pay your membership in advance according to your level of PIA membership as set out in your Membership Flyer.

5.2.2. For all PIA memberships you must make payment of the Joining Fee and Membership Fees at Southern Latitude CrossFit Club on completion of a Southern Latitude CrossFit Welcome by way of credit card, cash or EFTPOS, prior to activation of your membership.

5.2.3. Southern Latitude CrossFit reserves the right, at any time, to change the Membership Fees charged to members for use of the Club facilities. Southern Latitude CrossFit agrees to use reasonable endeavours to provide you with Written Notice of the changes. For Paid In Advance Memberships the changes will only take effect on the renewal date of your Membership. For sake of clarity, in the event of an increase in Membership fees no additional fees will be required to be paid to Southern Latitude CrossFit in respect of your current PIA membership period.

6. Access by Non-Members

Southern Latitude CrossFit only grants Members, unless otherwise specified in this Agreement, access to the Club. No Member is permitted to bring a non-member into the Club without advising the member of staff immediately upon entering the club.

7. Southern Latitude CrossFit OnRamp

7.1. It is a condition of this Agreement that you participate in a scheduled member OnRamp program unless otherwise agreed.

7.2. The Southern Latitude CrossFit OnRamp focuses on the safe and correct use of the equipment provided at the Club.

7.3. Southern Latitude CrossFit may suspend or terminate this Agreement in the event of unsatisfactory completion of the Club OnRamp prior to the commencement of exercise.

7.4. In the case of experienced CrossFitters, Southern Latitude CrossFit may waive the OnRamp requirement. This will be assessed through personal training sessions or a show of competence as assessed by the Manager.

8. Physical Condition

8.1. It is your responsibility not to use any equipment which may adversely affect any medical condition.

8.2. You hereby represent to your Club and Southern Latitude CrossFit and their directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not

have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of, your use of the Club or its facilities.

- 8.3. If you have any health or medical concerns now or after you join as a member of the Club, you must discuss them with your doctor before using the equipment or the Club.
- 8.4. You acknowledge that Southern Latitude CrossFit did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.
- 8.5. Southern Latitude CrossFit reserves the right to restrict, suspend or terminate your membership if Southern Latitude CrossFit is of the reasonable opinion that you are unfit to utilise the Club. If your membership is restricted or suspended for this reason, your membership will not be reinstated until you provide Southern Latitude CrossFit with a medical certificate confirming that you are fit to train.

9. Equipment

- 9.1. You understand and acknowledge that Southern Latitude CrossFit purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Club.
- 9.2. You understand and acknowledge that Southern Latitude CrossFit is providing recreational services and may not be held liable for defective products or equipment.

10. Exclusion of Liability for Property

- 10.1. Southern Latitude CrossFit is not liable to you or any personal property that you have been negligent in damaging, have lost, or had stolen while on or around the Club including, but not limited to, a vehicle or its contents or any property left in an open locker. Southern Latitude CrossFit exclusion from liability does not apply in the event that the damage, loss or stolen property of a member or a member is a result of actions of a Southern Latitude CrossFit Staff member or agent.
- 10.2. If you cause damage to the Club or any equipment that is either deemed as deliberate or negligent or a direct breach of Southern Latitude CrossFit Club Rules, you are liable to Southern Latitude CrossFit for the reasonable cost of repair or replacement.

11. Termination of Membership

Member Termination

- 11.1. You may terminate your membership according to the terms contained in your Membership Flyer.

In relation to DD Memberships:

- 11.2. you may terminate your membership according to the terms contained in your Membership Flyer;
- 11.3. you must provide your Southern Latitude CrossFit Club with Written Notice of termination a minimum of 5 business days before your direct debit bill date to allow your Southern Latitude CrossFit Club sufficient time to process your termination.

- 11.4. It will be deemed that the effective date of termination is the date that the Written Notice is received by your Southern Latitude CrossFit Club. Written Notice must be sent directly to Southern Latitude CrossFit Club.
- 11.5. Southern Latitude CrossFit will on receipt of the Written Notice of termination, provide Written Notice of confirmation of termination within 1 business day. In the event that you do not receive a Written Notice from Southern Latitude CrossFit within 1 business day, it is your responsibility to contact Southern Latitude CrossFit to advise your termination request. Southern Latitude CrossFit will reserve the right for proof of Written notice in the event of a dispute arising over the termination date; and
- 11.6. the access to your Southern Latitude CrossFit Club continues up to the date of termination therefore there will be no refund of any unused Membership Fees as the cost of refunding these fees would be in excess of any fees refundable.

In relation to PIA Members:

- 11.7. you may not terminate the membership during the prepaid period or request a refund, unless you suffer from a permanent sickness or physical incapacity as described in clause 8.3. If you do not renew your PIA membership by the renewal date, your membership will automatically expire.

Termination of Membership by Southern Latitude CrossFit

- 11.8. Southern Latitude CrossFit in the event of a serious breach of your membership, may terminate your membership at any time. Southern Latitude CrossFit, must at all times act reasonably and fairly in exercising a membership termination. Southern Latitude CrossFit deems a serious breach to be on the following basis:-
- a. you fail to make any payments of your Membership Fees;
 - b. any payments of membership fees are late;
 - c. Southern Latitude CrossFit reasonably suspects that you are engaging in illegal activity within the Club or premises, including the carpark;
 - d. you fail to follow any of the Policies or Club Rules, or violate any part of this Agreement; or;
 - e. your conduct is improper or harmful to the best interest of Southern Latitude CrossFit members.
- 11.9. In the event that Southern Latitude CrossFit terminates your membership in accordance with clause 11.7, termination will be effective on the date that Southern Latitude CrossFit sends Written Notice. You are liable for all financial obligations until that date. If you are a PIA member, Southern Latitude CrossFit will not refund any unused portion of your fees.
- 11.10. upon termination of your membership by Southern Latitude CrossFit, you will cease to have access to the Club. Any money owing to Southern Latitude CrossFit when your membership ends, remains immediately due and payable and Southern Latitude CrossFit will deduct the amount outstanding from any refund which you may be eligible. If there is not enough money to cover the amount owing to Southern Latitude CrossFit, you must pay the balance of the amount owing.

- 11.11. Upon termination of your membership by your election, you may continue to use the Club for any period that you have paid in advance. You will cease to have access to the Club once any period you have paid in advance expires.
- 11.12. Termination or expiration of this Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Agreement prior to such termination or expiration.

12. Restriction

- 12.1. Southern Latitude CrossFit may restrict your membership at any time, however Southern Latitude CrossFit, must at all times act reasonably and fairly in exercising a membership restriction on the following basis;-
- a. concern for the health and/or safety of the member; or
 - b. non-compliance, improper or harmful conduct engaged in by the member.

13. Risk Warning

- 13.1. Southern Latitude CrossFit warns that whilst you are on our premises using our Club and recreational services, you are at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from you:
- a. slipping on wet flooring;
 - b. being struck by weights;
 - c. colliding with equipment, or other members;
 - d. engaging in strenuous exercise and activities; or
 - e. incorrect use of equipment or Club,
- 13.2. You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others.
- 13.3. You acknowledge and agree that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.
- 13.4. You acknowledge that whilst every attempt is made to ensure that the recreational services and facilities provided by Southern Latitude CrossFit are safe, there are some significant and inherent risks involved, and you agree that you are participating voluntarily at your own risk and responsibility, thereby exposing yourself to certain risks.