

TERMS AND CONDITIONS

for your Healthy Habits 12 month minimum term membership

Welcome to Anytime Fitness. This document explains what we agreed to when we signed. It also explains how it works if you wish to stop being a member.

1. What am I agreeing to?

You're signing up to be a member of Anytime Fitness for at least 12 months. That means you:

- pay less each month than on an open term agreement
- agree to pay your fees weekly, fortnightly or monthly in advance (as you've specified)
- understand that there's a cancellation fee if you want to leave before the 12 months is completed
- agree to our club rules and etiquette

The full club rules and etiquette are available in our membership guidelines available [here](#).

2. What does my membership give me?

You'll receive an initial fitness consultation and then 24/7 access to our club equipment and facilities for your own personal fitness. You will immediately be able to access all Anytime Fitness clubs worldwide from day one of your membership!

Just remember, if you use another Anytime Fitness club more than your current one in any 60-day period or more, we may transfer your membership to that club which may have different fees. The same applies if you use another club overseas though here you will need to cancel your NZ club membership and join that club (just see the team in your new club for more information).

3. Who can use my key and come into the club?

Just you. Please look after your electronic key and don't let anyone else use it. If you lose your key, we'll cancel it and you'll have to pay a replacement key maximum fee of \$49 for a new one.

If you want to bring someone else into the club, please ask the manager. If you don't ask the manager, or you let someone else use your key, we can cancel your membership immediately. It's not fair (or safe) to other members if you bring anyone else in without permission.

4. What happens after 12 months?

At the end of the 12 months minimum term, your membership continues until such time that you cancel it. You can keep using the club and we'll keep debiting your agreed payments.

5. How do I give notice if I want to cancel?

Tell the club manager, and then confirm by letter or email. We need 14 days' notice, and you can keep using the club during that time. We'll miss you!

6. What if I want to cancel my membership?

You can cancel at any time by giving us 14 days' notice (see section 5). If that's before the 12 months is up, there's a cancellation fee. If it's after the 12 months, no problem (just remember that cancelling your direct debit doesn't cancel your membership).

7. How much is the cancellation fee? What's it for?

Months left on your contract	1-3	4-6	7-9	10-12
Cost to cancel (maximum fee)	\$100	\$175	\$200	\$230

These fees cover our administration costs, and reimburse us for the reduced fees you've been paying as part of the 12 month minimum term. Remember – if you're worried about cancellation fees, sign on to an open term agreement instead – that has no cancellation fees.

8. Is there any way I can cancel early without paying a fee?

We get that life doesn't always go to plan. Just show us some proof and we'll cancel your membership for free (14 days after you tell us) if you find yourself:

- Injured, sick long-term, or pregnant (medical certificate required please)
- Moving to a place where there's no club within 15km (proof of new address required please)

9. What if I just need a break?

We get that. You can pause your membership (and payments) at any time. Just let the manager now and we'll take care of it. But please remember, a maximum fee of \$5.00 per week may be needed to keep your membership on freeze and the shortest break you can take is 2 weeks, with any amount of time you have your membership paused getting added to your minimum term.

10. What are the club rules?

The full club rules and etiquette are available in our membership guidelines available at each club.

The rules keep you and everyone else safe and happy. We promise to keep you safe by enforcing the rules. If you don't follow the rules we can cancel your membership immediately.

If you damage any equipment on purpose or because you're being careless, we can charge you for the damage. We don't cancel memberships without really serious reasons (like if we think your behaviour is negligent, offensive, harmful, illegal, or in breach of our health and safety requirements). The club manager's decision is final.

11. Are staff available to help me?

We have staff in the club during the hours stated on the club website. We don't have staff in the club at all times. Please don't use any equipment you're not confident and familiar with – wait until you can be at the club when it's staffed, and get advice from a staff member.

Our staff and personal trainers aren't qualified to give medical advice. If you have health or injury concerns, please see a doctor.

It's your responsibility to use the club safely, to take care of your own health, and to take care of your own property.

12. Can you promise the club facilities will always be available?

Almost always! We do everything we can to make sure club facilities are available to you 24/7.

At busy times you might sometimes have to wait to use equipment. If building repairs or natural disasters (or something else we can't control) means the club has to close, we'll do our best to let you know.

If the problem's going to last more than 48 hours, we'll give you the option of using another Anytime Fitness club in the area, or we'll refund your membership fees for that time (with the exception of club closure due to refurbishment / reinvention purposes).

Should we be forced to close the club due to a government mandate such as a Covid - 19 lockdown or any other enforced shutdown from a reputable government organization, we will place your payments and membership on pause as soon as is practically possible, for the length of the enforced shutdown, and then restart both membership and payments when instructed to reopen. Any lost time in your membership will be added onto the end of your term.

13. Can I give my membership to someone else?

For sure. You can officially transfer your membership to someone we approve. The transfer costs a maximum of \$49.00, but that's a permanent thing – and you can't just let other people use your membership (or key!).

14. Tell me more about my payments...

You will pay by the regular direct debit payment method you specified. You've agreed to keep making these payments for the full 12 months, even if you don't use the club. The only exceptions to that are if you cancel or suspend your membership.

We use EzyPay to manage your direct debits. Make sure there's always enough money in your account when payments are due, so you don't get charged fees by your bank. Tell EzyPay (0800 399 420) if you change your bank details. If you miss a direct debit payment you might not be able to use the club, and EzyPay will add a late fee (currently \$7.50 – check their T&C's at ezypay.co.nz). Your overdue account may also be referred to a debt collection agency who will add their own collection costs.

15. Will you change my fees or the terms of my membership?

No. We promise not to increase your fees (including maximum fees) during the initial term of this agreement unless you change clubs (see section 2) or we have to by law, like if GST gets increased.

After the initial term of this agreement, if we need to increase your fees, we'll let you know by letter or email with 30-days notice. If you don't like the new fees, you can cancel your agreement by giving us written notice before the end of the 30 day period.

If we ever change our terms and conditions we'll give you 30 days' notice of that, too. If it's clear to us that changing our agreement within your 12 month term is going to be bad for you, we'll let you cancel with no fee (unless the change is required by law).

16. What if I want additional services?

If you want to sign up to additional services offered at the club (like a personal trainer, group training sessions or online coaching), you will need to;

- Pay any applicable fees for the additional services on top of your standard membership fees; and
- Agree to the terms and conditions that apply to the additional services. These may be set out in a separate agreement or provided to you for acceptance when you download an app or login to a website; and
- Acknowledge that some of the terms in this agreement may not apply to the additional services. For example, you may only be able to access your additional services in New Zealand or at your local club.

17. What will you do with my personal info?

We may collect information about you, including your personal information (as defined in the Privacy Act 2020), to assist in providing services to you, maintaining your account, and our enforcement of this membership agreement in any way.

To help us stay in touch so we can meet our side of this agreement, please tell a staff member if any of your contact details change. Your details may be held by the club, Anytime NZ Ltd and Anytime Fitness LLC. You can ask for a copy and make corrections at any time.

We promise not to pass on your details to any third party other than for credit checks, administration, payment processing, or debt collection or if we are required by law to do so or if an authorized request is made from a government department or law enforcement agency. We'll ask you if we want to use your details for marketing purposes.

Our Privacy Policy sets out the full details of how we collect, use, store and disclose information about you. You can view our full Privacy Policy at anytimefitness.co.nz/privacy-policy

18. What are maximum fees?

Where a maximum fee is specified, we promise not to charge you more than the fee as shown until after the initial term of this agreement.

19. What if I change my mind?

You can cancel your membership within 5 working days of receiving your membership agreement by popping into your home club to complete a cancellation form or in writing via email to return the completed form digitally.

If you cancel during your cooling off period, your membership will be cancelled and all initial fees refunded provided you have returned your keyfob or anything received during sign up.

Read this agreement carefully. When you enter your full name here, that's called digitally signing. You're officially agreeing to everything in this membership agreement.

Name:

Date: Time:

If you are under 18 your parent or guardian must sign this agreement and must guarantee your payments.

I am the parent or guardian of the person above and I guarantee that all payments will be made for this membership until the membership is terminated as set out in this agreement.

Parent or guardian signature: