

# TERMS AND CONDITIONS

## for your open 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.

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### 1. What am I agreeing to?

You are signing up to be a member of Anytime Fitness. That means you:

- Have a flexible agreement that you can cancel at any time
- agree to pay your fees weekly, fortnightly or monthly in advance (as you've specified) until you cancel your membership
- agree to our club rules and etiquette

The full club rules and etiquette are available in our membership guidelines at: [anytimefitness.co.nz/terms-conditions](https://anytimefitness.co.nz/terms-conditions)

### 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 days or more, we will transfer your membership to that club which may have different membership dues.

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 AF Access Pass and come into the club?

Just you. For security reasons, members are only allowed one type of access pass – A physical access pass with a key fob or a digital access pass using a smartphone.

Please look after your AF Access Pass and don't let anyone else use it. If you lose your physical key fob you can switch over to the digital AF Access Pass that can be found in the Anytime Fitness App. If you wish to replace your physical access pass you can purchase a new one in club. Please note your physical keyfob (if applicable) is non-refundable.

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 AF Access Pass, 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 if I want to cancel my membership?

You can cancel at any time by giving us 30 days' notice by popping into your home club in person or in writing, via email (just remember that cancelling your direct debit doesn't cancel your membership).

### 5. What if I just need a break?

We get that. You can pause your membership (and payments) at any time. Just let the manager know in writing, via email 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.

### 6. Can I give my membership to someone else?

No. Only our minimum-term agreements can be transferred to someone else.

## **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, even if you don't use the club. The only exceptions to that are if you cancel or freeze 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 \$7.00 – check their T&C's at [ezypay.co.nz](http://ezypay.co.nz)). Your overdue account may also be referred to a debt collection agency who will add their own collection costs.

### **7. 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.

### **8. Will you change my fees or the terms of my membership?**

At times we might have to, like if you change clubs (see section 2). But we promise not to increase your fees without giving you 30 days' notice unless we have to by law, like if GST gets increased. We'll let you know by letter or email.

If you don't like any changes coming up, you can give us 14 days' notice to cancel your membership (see section 4).

### **9. 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.

## **10. 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.

## **11. 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 for 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.

## 12. 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.

## 13. 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 or in writing via email.

If you cancel during your cooling off period, your membership will be cancelled and all initial fees refunded provided you have returned your physical key fob (if applicable) or anything received during sign up.

## 14. 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](https://anytimefitness.co.nz/privacy-policy)