YMCA Taranaki Fitness Centre Terms & Conditions

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1 Definitions

- Key Tag means your Membership Tag/ QR Code allowing you to enter the Gym. Key Tag Fee means the Fee specified on the website and/or brochure.
- Agreement means the Membership Agreement made between you and YMCA Taranaki.
- Gym means YMCA Taranaki or the Y Taranaki Fitness Centre as specified on your agreement.
- Gym Rules mean the Gym rules under Clause 27 of this agreement and as amended from time to time, which are located on the noticeboard at the YMCA Taranaki Fitness Centre.
- Gym Access means the initial Membership Fee and Key Tag Fee as described on your agreement.
- Member means the individual who has entered into this Agreement with YMCA Taranaki
- Membership Fees means the fees that are due and payable by you pursuant to this agreement.
- Minor means members under the age of 16.
- Staffed Hours means the hours the YMCA Reception is open and staffed as per the hours listed below and displayed on the reception door and listed on the YMCA Taranaki Website ;
  Monday, Tuesday, Wednesday, Thursday - 8.30 am - 5.30 pm
  Friday - 8.30 am - 5.00 pm
  Saturday - 9.00 am - 11.00 am
  Sunday - 1.00 pm - 3.00 pm
  YMCA Taranaki reserves the right to change the Staffed Hours at any time without notice.
- Written Notice means a notice by email to or from YMCA to the Members last known email address as per the records held on the Members online account.
- Unmanned means no staff from the fitness team are on site and within their working hours. Other staff from different departments may be on site but are not responsible for the Fitness Centre at these times.

2 Terms and Conditions

- Your membership is governed by this Agreement which outlines the Terms and Conditions of Membership.
- This Agreement incorporates the terms of the memberships, the Gym Rules (clause 27), and adheres to the YMCA Taranaki Inc Privacy and Complaints Policies Policies.
- Signing the Membership agreement does not automatically entitle you to a membership as your application may be subject to further review by YMCA Taranaki, and further conditions may be applied at the discretion of the Fitness Centre Management.

3 Membership

- Nature of Membership. Your membership permits you to use YMCA Taranaki fitness centre, facilities, equipment and services as shown and limited by the membership identified. Your membership is non-transferable and non-refundable unless deemed appropriate by YMCA Taranaki.
- Change to Details. You must provide YMCA Taranaki with any changes to your details, which are relevant to your membership by updating your personal details.
- The Term of your membership will start on your day of joining and will continue until terminated under the terms of your membership.

4 Membership Hold

YMCA Taranaki will only hold your membership if you qualify under the Membership Hold Terms set out by the Centre.

To be eligible for a membership hold the following must apply:

- In good standing with all processing and you must be up to date on your fees.
- A membership can be placed on hold for up to 3 months on a membership year or longer if authorised by the Wellness & Recreation Manager.
- As a member you are entitled to activate a Membership Hold at any time by providing written notice to mail@ymcataranaki.org.nz.
- 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 YMCA Taranaki.
- You are responsible to ensure that payments are resumed for AP members once the on hold period is completed. No further advice will be sent by YMCA Taranaki.
- You will have no access to the Fitness Centre during the period that your membership is on hold.
- The hold will cease as soon as you use your key tag to enter the premises or the agreed hold end date passes.
- You will be liable for the payment of any Membership Fees effective from the date the Hold is ceased or ends.

5 Payments

Automatic Payments

- You agree to pay all Membership Fees as set out in the membership agreement.
- A member will be charged a $10.00 fee if their Key Tag is damaged or lost and requires replacement.
- It is the members responsibility to set up their automatic payments from their bank account as per their membership requirements, the YMCA Taranaki does not direct debit payments directly from bank accounts or credit cards.
- If payments lapse or get behind your key tag will not continue to grant you entry to the gym until the outstanding fees have been paid in full.

Paid in Advance Memberships (PIA)

- For a PIA membership, you must pay your membership in advance according to your level of PIA membership as selected from the membership options.
- For all PIA memberships you must make payment of the Key Tag and Membership fees at YMCA Taranaki by way of credit card, cash or EFTPOS, prior to activation of your membership.
- YMCA Taranaki reserves the right, at any time, to change the Membership fees charged to members for use of the Centre facilities. YMCA Taranaki 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 YMCA Taranaki in respect of your current PIA membership period.

6 Minimum Age

- All members of YMCA Taranaki Fitness centre must be a minimum of 14 years of age.
- All Minors aged 14 – 17 years of age must have a parent or guardian co-sign their Membership Agreement to confirm the acceptance of the Terms & Conditions of Membership on behalf of the Minor and will be responsible for any debt or monies owed..

Minors aged between 14-15 years of age must comply with the following restrictions:

- Must be accompanied by a parent/guardian at all times whilst in the Centre.
- A pre-exercise questionnaire must be completed by the parent or guardian prior to the commencement of exercise; and
- A suitably qualified personal trainer to undertake a pre-exercise assessment and induction.

Minors aged 16 or 17 years of age must comply with the following restrictions:

- A pre-exercise questionnaire must be completed by the parent or guardian prior to the commencement of exercise; and
- A suitably qualified personal trainer to undertake a pre-exercise assessment and induction.

Children under 14

In the interests of health & safety of all members, non-members and staff, children under the age of 14 are not allowed in the Fitness Centre at any time.
In the event you bring a child under 14 into the gym, whether during staff or unmanned hours will be deemed as a breach and your membership suspended or cancelled at the Wellness & Recreation Managers discretion with no rights to any applicable refund.

7 Disabilities

YMCA Taranaki has the right to restrict the access to the Gym of a physically or mentally disabled member to Staffed Hours only or place further conditions (such as but not limited to ; the requirement of a support person on site while working out) if deemed necessary by the Wellness & Recreation Manager in the interest of the Health and Safety for both the member and the YMCA.

8 Access by Non-Members

YMCA Taranaki only grants members, unless otherwise specified in this Agreement, access to the Gym.

No member is permitted to bring a non-member into the gym

If a member breaches clause 8 of this Agreement, the member acknowledges that:

- They accept personal responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member
- YMCA Taranaki reserves the right to terminate the membership of the member who brings a non-member into the gym effective immediately and with no rights to any applicable refund.

9 Tail-gating and Loaning Key Tags

Tail-Gating

The YMCA Taranaki gym key tag can only be used by the registered member of the YMCA Gym and only one entry can be gained at a time by swiping the tag / QR code
The key tag / QR Code cannot be used to bring in a non-member outside of staffed hours

If a member breaches clause 9 of this agreement the member acknowledges that:.

- They accept responsibility and liability on their personal behalf for any injury, loss or damage attributed to the non-member.
- Bringing the non-member is a breach of our gym rules and you will have your membership suspended or cancelled at the Wellness & Recreation manager's discretion and with no rights to any applicable refund.
- Allowing another person, who is a non-member into the gym poses a safety risk to yourself and other members, the person themselves and the gym, as such we will take all measures necessary to enforce this rule.

Loaning of Key Tags

Loaning key tags is strictly forbidden and a breach of our gym rules, your membership will be suspended or cancelled at the Wellness & Recreation Manager's discretion and with no rights to any applicable refund.

Allowing another person, who is a non-member to borrow your key tag poses a safety risk to other members, the person themselves and the gym, as such we will take all measures necessary to enforce this rule.

10 Physical / Mental Condition

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

You hereby represent to YMCA Taranaki and their directors, officers, employees, contractors and agents that, to the best of your knowledge, you do not have any physical, medical, mental 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 gym or its facilities.

- If you have any health or medical concerns now or after you join as a member of the Centre, you must discuss them with your doctor before using the equipment or the Centre.
- You acknowledge that YMCA Taranaki did not give you any medical advice before you used the equipment, and cannot give you any medical advice after you use the equipment.

11 Pre-Exercise Screening Form

We require each member to complete a Pre-Exercise Screening Form prior to the completion of membership.

YMCA Taranaki reserves the right to restrict, suspend or terminate your membership if YMCA Taranaki is of the reasonable opinion that you are unfit to utilise the Centre during unmanned hours. If your membership is restricted or suspended for this reason, your membership will not be reinstated until you provide YMCA Taranaki with a medical certificate confirming that you are fit to train.

12 Personal Use of Cameras and Video Recording

The use of personal cameras or video recording devices is allowed, provided it is to take photos or videos of yourself only and is not of an offensive or private nature, that it does not intrude on other's members privacy or enjoyment of the same place and if asked to stop by another member or a member or staff you must comply immediately.

13 Video and Audio Surveillance

For security purposes, YMCA Taranaki uses video and audio surveillance equipment on a 24 hour basis.

- By signing the membership Agreement you acknowledge that by accessing YMCA Taranaki fitness centre you will be subject to video and audio surveillance and recording.

Video and audio surveillance is limited to the floor area, corridor and entrances only, and is not within the walls of the sauna, bathrooms or changing areas.

14 Equipment

You understand and acknowledge that YMCA Taranaki purchases or leases the equipment from a third party and therefore does not manufacture any of the fitness or other equipment used in the Centre.

- You understand and acknowledge that YMCA Taranaki is providing recreational services and may not be held liable for defective products or equipment.

- You acknowledge that any faults or breakages must be reported as soon as possible to the YMCA reception and/or fitness instructor so that repairs can be organised and the Health and Safety of all users can be protected.

15 Use of Lockers

We provide open lockers for use while you exercise only - you must provide your own padlock to secure your items

- The lockers are not supplied for long term use.
- If you leave your belongings in the locker overnight, we may remove them by cutting the padlock and place them in our lost property.
- We hold onto our lost property only for one month.
- The YMCA Taranaki is not responsible for the security or safety of any personal items left in the changing rooms, gym area or in the lost property box, we do advise to lock your gear away while working out.

16 Exclusion of Liability for Property

- YMCA Taranaki 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 Centre including, but not limited to, a vehicle or its contents or any property left in an open locker.
- YMCA Taranaki 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 YMCA Taranaki Staff member or agent.
- If you cause damage to the gym or any equipment that is either deemed as deliberate or negligent or a direct breach of YMCA Taranaki Rules, you are liable to YMCA Taranaki for the reasonable cost of repair or replacement.

17 Termination of Membership

You may terminate your Membership at any time on the following basis:

- You provide a request for termination of your membership in writing to YMCA Taranaki.
- All outstanding weekly fees are paid in full
- The minimum membership terms of your agreement have been met (ie; 4 week minimum for automatic payment memberships) see Appendix 1 with memberships and conditions / costs

18 Termination of Paid in Advance Memberships

- You may not terminate the membership during the prepaid period or request a refund, unless you suffer from a permanent sickness or physical incapacity.
- If your request for termination is for reason of permanent sickness or physical incapacity and this prevents you from using the Centre:
  Your request must be accompanied by a medical certificate evidencing such permanent sickness or physical incapacity; and There will be a refund of any unused Membership Fees

19 YMCA Taranaki Membership Termination

YMCA Taranaki in the event of a serious breach of your membership, may terminate your membership at any time. YMCA Taranaki, must at all times act reasonably and fairly in exercising a membership termination. YMCA Taranaki deems a serious breach to be on the following basis:

- YMCA Taranaki reasonably suspects that you are engaging in illegal activity within the Centre or premises, including the carpark;
- You fail to follow any of the Membership Terms, Gym Rules, or violate any part of this Agreement; and/or;
  Your conduct is improper or harmful to the best interest of YMCA Taranaki members.

In the event that YMCA Taranaki terminates your membership, termination will be effective on the date that YMCA Taranaki sends Written Notice. (to the e-mail retained on file)

- You are liable for all financial obligations until that date.
- If you are a PIA member, YMCA Taranaki will not refund any unused portion of your fees.

- Upon termination of your membership by YMCA Taranaki, you will cease to have access to the Centre.
- Any money owing to YMCA Taranaki when your membership ends, remains immediately due and payable.

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.

20 Restriction

YMCA Taranaki may restrict your membership (including by limiting access to staffed hours) at any time, however YMCA Taranaki, must at all times act reasonably and fairly in exercising a membership restriction on the following basis:

Concern for the health and/or safety of the member; or non-compliance, improper or harmful conduct engaged in by the member.

21 Panic Buttons

For your safety we have provided a wireless panic button. You may wear the wireless panic button while you work out on the premise.

Panic buttons must only be pushed in times of emergency. If you or another member need emergency attention please press the button to call security.
A security guard will attend when a panic button is pushed.

- Pressing panic buttons as a 'joke' or due to malicious intent in times when no emergency is occurring will result in you being responsible for the cost of any and all security call-out fees.
- In addition, your gym membership will be suspended or terminated at the discretion of the Wellness & Recreation Manager

Situations Where Use of Panic Buttons is Acceptable

- Severe accident or injury requiring medical attention to yourself or another member (please remain in the building until help arrives)
- The presence of a malicious or threatening intruder inside the building (in addition please use your cell phone to call police if you believe you are being threatened
- The presence of a threatening person in the car park or nearby (please remain in the building until help arrives)

Situations Where Use of Panic Buttons is Not Acceptable

- Any use of the button other than those described above
- As a joke
- Through malicious action intended to waste time or resources

22 Complaints Procedure

Confidentiality of your complaint

Whenever possible, your details will only be known by those directly concerned with your issue. We want to make you feel as comfortable as possible in giving us feedback.

How you can make a complaint
Send an email to our Y Fitness team at mail@ymcataranaki.org.nz or provide one of our staff with a written version of your complaint.

For us to deal with the complaint adequately we will need:

- Your name and contact number
- What happened including the date, was anyone involved and a detailed description of the complaint
- Do you want/need this addressed? If yes, what would you suggest?
- Do you want a reply? If yes, how (email or phone call).

22 Complaints Procedure continued ...

Here is how we will look after your feedback

- Once it's received, we will send you a confirmation email (unless requested otherwise) within one working day.
- We will then look into the situation and email you a response, containing details of how we can rectify the issue, within three working days (if more time is needed to look into the matter, we will let you know!)
- We will do all that we can to resolve your complaint and record all actions taken to do so in accordance with the YMCA Taranaki Complaints procedure.
- Our records will be closed once the issue has been resolved

If you are not satisfied with the outcome

- If you feel your issue has not been resolved completely, you can ask for it to be reviewed by our CEO
- The CEO will investigate your complaint and determine any appropriate action. Complaints will be dealt with fairly, promptly and confidentially.
- The CEO may if deemed necessary, consult with external agencies, and/or the YMCA Board, as part of this resolution process.
- The CEO will advise all parties of the outcome as soon as the investigation is concluded.
- Our records will be closed once the issue has been resolved.

23 Unmanned Hours

The YMCA Fitness Centre will have some unmanned / unstaffed hours, where no fitness staff are on site.

- These hours are from 5.00 am - 9.00 pm on weekends, public holidays and during shutdown periods, 5.00am - 8.30 am and 5.30pm - 9.00 pm on Mondays, Tuesdays, Wednesdays and Thursdays and 5.00 am - 8.30am and 5.00pm - 9.00 pm on Fridays.
- These hours may be subject to change, we will provide notice where possible to all clients via e-mail (as provided on sign up) or through our Social Media pages (Facebook www.facebook.com/ymcataranaki and Instagram ; www.instagram.com/theytaranaki) when changes are to be made to staffed/unmanned hours.
- Although other staff may be on site in other departments they are not responsible for the Fitness Centre during these hours and the centre is still classed as "unmanned".
- During unmanned hours clients are liable and responsible for their actions and outcomes when using the Fitness Centre.

24 Public Health Measures

It is important that we all play our part in managing the risks associated with Public Health Issues, and to do our part, we may introduce new measures (public health measures) in relation to our Fitness Centre and where we do , we will give you notice of them and you must comply with these Public Health Measures as part of your membership.

In relation to Public Health Measures

- while we aim to minimize risks associated with public health issues, access to the YMCA Taranaki Fitness Centre is entirely at your own risk and we cannot guarantee the centre will be (or will remain) free from communicable diseases.
- they may include addition of tracing measures, which includes the ability to share relevant contact tracing information with the relevant public authorities should we be asked.
- they will be communicated to you separately and the nature, extent and timing associated of those measures may change depending on our view of what is necessary to manage risks associated with any public health issues or government guidelines.

25 Cleaners

The YMCA Taranaki engages third party cleaners to clean our facilities on a week day basis.
We try to ensure this causes minimal disruption to our members, however we ask that you apply caution to your activities while the cleaning is in progress and take notice of safety signs.
For efficient cleaning purposes the Sauna will be turned off every Friday between 11 am and 1.00 pm.

26 First Aid

The YMCA Taranaki has an AED (Automated External Defibrillator and First Aid Kit for your use. No training is required to use the AED, simply remove it from the bag, press the power button and follow the spoken and written instructions.

For any other injuries or First aid during manned hours you can seek assistance from our Fitness Co-ordinator or Reception Staff, outside of manned hours there is a basic first aid kit available - if you do use anything out of the kit please advise our reception staff as soon as practically possible to ensure efficient replacement of supplies.

For more serious injuries please dial 111 and call for an ambulance

27 General Rules for the YMCA Taranaki Fitness Centre use

On signing your membership agreement, you agree to;

- Respect our equipment and facilities. You are responsible for using our facilities correctly, including adjusting levels or settings of equipment (cardio or strength), assisting to maintain the cleanliness of the facility and being courteous to other members. If you are not sure how to use equipment please ask our staff before you use it.
- You must take responsibility for your own belongings at all times
- Your membership is subject to your good behaviour within the centre, and you will be held financially responsible for any damage that you cause through a wilful act or negligence.

Using our equipment

- At all times we maintain our equipment to a safe standard and as a member and as a courtesy to other members you must:
- use a clean towel on all equipment including exercise mats
- clean the equipment after use with the spray and cloths or paper towels provided
- do not drop the free weights on the floor
- put equipment and free weights away after use
- do not stand on the exercise benches
- Do not place additional free weights onto an exercise machine
- be courteous to other members on time spent on each machine and if requested equipment is to be shared with another members
- do not throw or swing free weights
- if a piece of equipment breaks, advise staff as soon as possible or e-mail mail@ymcataranaki.org.nz so we can organise the repair
- do not use the equipment or the centre if you are unwell or under the influence of alcohol or drugs

Wearing Suitable Clothing

All members must wear suitable clothes and enclosed exercise shoes in the club and while performing any exercise, out of respect for other members you must;

- not wear any clothes with offensive images, language or inappropriate advertising
- wear appropriate exercise shoes at all times, no work boots, work shoes or barefeet are permitted in the Fitness Centre.
- ensure your clothing covers all personal anatomy and is of suitable style that will not cause offence, regardless of personal tastes.
- jeans are not to be worn when performing exercise of any kind in the centre, neither can any other clothing with sharp or metal objects which could potentially damage our equipment .
- shirts must be worn at all times

27 General Rules for the YMCA Taranaki Fitness Centre use continued ...

Sauna Use

The use of our sauna is included with all memberships - by signing your membership agreement you agree to abide by the following rules;

- Sauna hours are strictly 5am until 7 pm daily
- A clean towel / towels must be used when using the sauna to ensure bare skin does not make contact with the wooden seats or walls
- The sauna is an electric (non-steam unit) members must not pour water or essential oils on the sauna stones
- The optimum recommended time for sauna use is 15 minutes (there is a timer provided within the sauna)
- Members are responsible for their own well-being while using the sauna and the YMCA Taranaki will not be responsible for any ill-health resulting from sauna overuse by the member.

Appropriate Gym Behaviours

The YMCA Fitness Centre is a community facility that welcomes members from all walks of life and abilities, please respect other gym members by;

- Using a towel on all equipment including floor mats and sauna
- Wiping down equipment after use (spray cleaner and cloths are supplied for this)
- Be aware of other users, especially when using free weights and the boxing bag - make sure you allow space for people to get past safely.
- Be aware of your personal hygiene and use deoderant or anti-perspirant if needed
- Please keep the stereo volume to an easy listening level for everyone
- Shirts , sweatpants, tights, shorts, sneakers / gym shoes must be worn in the workout areas at all times (best practice is to avoid bare skin contact with the equipment where possible)

Appendix 1 - Current Memberships - 1/04/2026

Membership Type	Cost
Casual workout and or Casual Sauna (during reception hours)	$12.00
10 visit Concession casual workout (valid for 6 months) - no holds	$90.00
Casual week membership (7 days) - no holds	$35.00
Card Holder - (Community Services/ Gold Card/ Student ID card must be current)	
Full membership (charged and paid weekly by AP) - min term of 8 weeks	$7.00 per week
1 month membership (30 days) - no holds	$35.00
3 month membership (13 weeks) - no holds	$90.00
6 month membership (26 weeks)	$175.00
12 month membership (52 weeks)	$340.00
Adult Memberships	
Full membership (charged and paid weekly by AP) - min term of 8 weeks	$12.00
1 month membership (30 days) - no holds	$60.00
3 month membership (13 weeks) - no holds	$154.00
6 month membership (26 weeks)	$300.00
12 month membership (52 weeks)	$580.00
Family membership (adult & child must attend together)	
1 Adult and 1 student over 14 yrs (student must be U18 charged and paid weekly by AP)	$15.00 per week
Green Prescription (must have current Green prescription card)	
3 month membership (no holds)	$60.00
6 month membership (no holds)	$100.00

- Every membership includes a complimentary induction and access to generic programmes set by one of our Fitness Instructors. (not included with casual work-out options) - you can also choose to pay for a personalised programme and one off session with our Fitness Instructor on start up for $30.00.
- There are no cancellation or additional joining fees (for weekly AP memberships there is a minimum term of 8 weeks - (The first 4 weeks is paid upfront on joining and if you are sick or going away on holiday we can put your membership on hold.)
- There is a one off cost of $5.00 for the key tag for access to the gym - you will also need photo ID with you when joining up. (and your community services/ student ID / Gold Card / Green Prescription / Pulmonary Card for Cardholder memberships)

Emergency Evacuation Procedures

YMCABuilding,83Liardet Street,NewPlymouth

FIRE

- If you discover a fire: -
  - o Warn other building occupants
  - o Trigger the nearest fire alarm (break the glass and activate)
  - o **Dial 111** and ask for the fire brigade, giving the address of the building and location of the fire (**nearest main junction is Liardet / Leach Street**)
  - o If there is **no** personal risk to yourself or other building users, attempt to control the fire by using the nearest fire extinguisher
- If you are warned of a fire in the building: -
  - o **Do not wait to collect your personal belongings**
  - o Proceed quietly and calmly to the evacuation assembly point
  - o Check those around you and assist where possible

EARTHQUAKE

- Keep calm and **Drop, Cover and Hold** untilthe shaking has stopped – use a doorway or get under a sturdy structure
- Keep away from windows and heavy furniture
- Do not move to evacuation point until shaking has stopped as there may be danger
- from falling objects
  Check those around you and assist where possible

Nearest AED / Defibrillators

YMCA FitnessCentre&intheCommunityHousefoyer(neartheChildcare Centre)

The Evacuation Assembly Point for YMCA site

Main car park opposite the Childcare Centre

Emergency Exits are located

MAIN FLOOR EXITS: -

- Reception entrance
- Emergency exit near stairs leading to stadium (next to reception entrance)
- Main entrance via ramp and stairs (near Childcare)
- *Café / OSCAR room* – stairs leading up to main entrance (near Childcare) / corridor leading to reception
- *Childcare Centre* - main Childcare entrance / exit doors leading to playgrounds
- *Programmes Office; Climbing Wall; Dance Studio & Squash Courts* – alarmed entrance into Childcare or past squash courts then along corridor to building entrance
- *Stadium* - underneath scoreboard, above bleachers or through two sets double doors leading to corridor then to building entrance
- *Fitness Centre* - through the two sets of doors in the centre / through the reception entrance (not accessible if gate locked)