



Membership Agreement

Between 'Franks Brothers Ltd' and the 'Member' (set out below)

Date: _____

Gym: _____

Programme

- CrossFit
-

MEMBER DETAILS

Name: _____ Phone: _____ Male / Female

Address: _____

Email: _____ Birthday ____/____/____

Membership Options

1. Month to month: **\$42 per week**
3 Months (13 weeks) minimum first term
Then continues Month to month until cancelled

2. Contract-52 week term: **\$36 per week**
12 Months (52 weeks) minimum term
Then continues as a Month to Month membership until cancelled

Date membership Starts

Day: _____ Date: _____

Payment Options

Fortnightly (2 weekly) Monthly (52 weeks / 12)

Month By Month: \$84 Fortnight \$182 Month
12 Contract: \$72 Fortnight \$156 Month

Day payments to debited: _____ Date: _____

CrossFit PT Package (3 x Personal Training Sessions)

- Recommended to be completed before entering scheduled CrossFit classes
- Sessions are one on one private personal training
- Best completed in your first week as a member, but can be completed at a later date.
- Cost: 3 x Sessions \$50 per session, Total \$150.00, paid in advance

1st Session Booking

Session	Day	Date	Time	Gym

*Second and third sessions to be booked directly with coach.
Cancellations / changes, need to be advised to us with 24 hours' notice.
No-shows may incur an additional charge*

First Payment

Regular Membership Payment \$ _____

Pro Rata (\$7 / \$6 per day) \$ _____

Other: \$ _____

Total First Payment \$ _____

Regular Membership Payments then continue, at selected frequency

Acceptance:

I have read and accept the *Terms and Conditions*: reverse of this form.

Member's signature X _____

Summary Terms & Conditions*

Payment: In advance by Direct Debit / Credit Card charge. (Ezidebit NZ Ltd). Dishonor Fees are charged for payments dishonored by your bank.

Cancellation of Membership: 30 days' notice in writing (email). Cancellation is only effective you have email confirmation from us confirming the cancellation.

Suspensions: Allowed for e.g. injuries, travel, for periods over 14 days, max 3 months. 7 days' notice, confirmed in writing. Processing fee for each suspension \$25.

Office Use	Payment
Zen Planner	<input type="checkbox"/> CC / DD Form completed
<input type="checkbox"/> Added	<input type="checkbox"/> Eft-Pos Receipt attached (if applicable)
<input type="checkbox"/> Membership	Physical self-assessment
<input type="checkbox"/> Online access	<input type="checkbox"/> Completed

Membership Start

Franks Brothers CrossFit must receive full payment (or completed CC / DD monthly payment forms, before you can enter Franks CrossFit

Terms and Conditions

Parties to the Contract

- The "Gym" means Franks Brothers Ltd.
- The "Member" means the person or party signing this Contract

Franks Brothers Ltd,
85 Montreal St, Sydenham,
Christchurch 8011

phone: 03 379 0985
email: info@franksbrothers.co.nz

All communication relating to this contract is to be sent directly to Franks Brothers Ltd.

Payments

The member agrees to pay the instalment amount at the agreed payment frequency until this Contract is terminated.

Cancellation of Membership

The member may request cancelation of this Contract after the expiry of minimum term and after all instalments and fees up until the date of termination are paid in full.

In order to cancel this Contract the Member must contact Franks Brothers Ltd and give **30 days** notice in writing (email) of the termination request.

Any payments that fall due within this notice period shall be payable in full and the member shall be entitled to full use of the gym for any time paid for during this notice period.

The Member shall not consider that this membership has been terminated until such time as this is confirmed in writing to the Member by Franks Brothers Ltd.

Privacy

The Member acknowledges that personal information collected by or held by the Franks Brothers Ltd maybe used by third parties approved by the gym to make offers to the Member.

If you prefer not to receive these third party offers please advise us in writing with the appropriate direction to Franks Brothers Ltd.

The Member also authorises the Franks Brothers Ltd to contact the Member for any purpose.

Liability

To the extent permitted by law, Franks Brothers Ltd shall not be liable or responsible to the member for any direct, indirect or

consequential injury, loss or damage to the Member or the property of the Member whatsoever and howsoever arising.

Ezidebit NZ Ltd

Franks Brothers Ltd has authorised ezidebit NZ Ltd to administer the collection of payments due to the gym.

All monthly payments due by the member are made directly to Ezidebit NZ Ltd, as if were the gym owner, without requiring your consent of any involvement on the part of the gym.

It can take up to 3 days for payments to be processed from your account. The member is obligated to ensure sufficient funds remain available to cover the instalment payment specified in the agreement for at least 3 days after the nominated instalment date.

Ezidebit NZ Ltd will charge the member the following charges for monthly Credit Card charges.

- One off admin fee: \$2.30
- Per charge to Credit Card: 2.35% (min \$1.15)

Ezidebit NZ Ltd will charge the member a dishonour fee of \$9.20 from their account for any payment dishonoured by their bank within 7 days of the payment rejecting.

Entitlement

The Member acknowledges that provision of services provided by the facility may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use.

The Member agrees to be bound by the rules of the Gym.

Franks Brothers Ltd may remove entitlement of use of the Facility if the Member fails to comply with the rules of the facility or fails to make payment of any fee on the due date.

Increase in Fees

At any time after the end of the minimum term upon sending written notice (mail or email) to the Member's last known physical address or email address the instalment amount may be increased.

Transfers

The Member is at the sole discretion of Franks Brothers Ltd are able to transfer this membership to another person, under the following terms and conditions:

- There is a fee of \$25.00 for this service to the new member which is payable to Franks Brothers Ltd with the first instalment.
- There is also a fee of \$25 charged to the current member for this service.
- All the terms and conditions of the previous contract shall continue to apply to the previous member until such time as the previous contract is terminated by Franks Brothers Ltd.
- The Membership instalment may be adjusted in line with the normal rate charged by the Gym at the time of transfer.

Suspensions

The Member may (at the discretion of Franks Brothers Ltd) suspend their membership and payments due to either serious illness/injury) or extended travel. (To support request we may ask for you to provide i.e. medical certificate, airline tickets etc)

Suspensions must be for a minimum of 14 days and the length of suspension shall be determined by Franks Brothers Ltd based on the information provided. (3 months maximum suspension)

7 days' notice in writing (email) is required. A fee of \$25.00 is payable to Franks Brothers Ltd for each suspension.

Entire Agreement

This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between the Member, and Franks Brothers Ltd relating to the subject matter of this Contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

Medical Waiver

The member takes full responsibility when using the Gym and attending classes.

Franks Brothers advises that any person undertaking physical activity should seek medical advice first.

Booking into Class

All members prior to their class starting are required to log in is as attending. Members booking in for a class, and then not attending, or not cancelling the booking within a reasonable time may have booking restrictions placed upon them and / or incur a fine of \$5