

## MEMBERSHIP TERMS AND CONDITIONS

**ClubVO2** means VO2 Greenlane Limited trading as ClubVO2.

**Membership Entitlement:** Membership is based on entitlement to use of services and not actual use. Failure to use services does not absolve a Member from payment responsibilities. The Member understands that occasional variations to services may occur but accepts that management will endeavour to inform the Member as soon as possible of any such variations.

**Club Rules:** The Member agrees to be bound by the rules of ClubVO2 ("Club Rules"). Club Rules may change from time to time at the sole discretion of ClubVO2. Members will be given a minimum of one calendar months' notice sent to the Members last known address of any changes to Club Rules.

**Refunds:** Membership fees are non-refundable.

**Hold Policy:** A hold fee of \$20.00 allows the Member to suspend their membership for one calendar month in each 6 month period provided the Member is up to date with all payments and/or approval by ClubVO2's Owner is given. The Member is entitled to only one hold period per 6 calendar months starting from the first day of their membership and rolling over on the anniversary of this date. Each hold will extend the Membership expiry date by an equivalent period of time. This hold policy is not available for 3 Month Fixed Term Contracts.

**Illness:** If the Member is unable to utilize their membership due to medical reasons beyond their control then ClubVO2 will at no extra charge extend their membership for a period of up to 30 days in every 12 month period on presentation of a current signed medical certificate. Cancellation of memberships due to serious medical reasons will be dealt with on a case by case base and at the sole discretion of ClubVO2's Owner.

**Transfer:** The Member may transfer their membership to another person should they find themselves unable to utilise the membership (this must be approved by ClubVO2's Owner). A transfer fee of \$25.00 will be charged, and a transfer form must be completed. The recipient of the membership must also complete and sign a new Membership Agreement.

**Termination by Default:** ClubVO2 may terminate any membership having given the Member a minimum of one verbal warning and one week's written notice sent to the Members last known address if a Member does not comply with the Club Rules and/or the terms of this agreement and/or if payments are overdue. ClubVO2 agrees to refund to that member anytime still owing on their prepaid Fixed Contract membership less all reasonable costs.

**Termination of Fixed Term Membership:** A Fixed Term membership will automatically terminate on the stated membership expiry date. If a Member renews their membership prior to this date then these terms and conditions apply.

**Termination of Open Term Membership:** If the Member wishes to cancel their Membership, the Member must provide ClubVO2 with one month's written notice stating the reason(s) for cancellation.

**Increase in Direct Debit Amounts:** ClubVO2 reserves the right, at its sole discretion, to increase the weekly rate upon giving the Member a minimum of one calendar months' notice sent to the Member's last known address.

**Additional Direct Debit Information:** The Member understands and accepts that there is a cost difference when paying by Direct Debit compared to paying by Lump Sum. The Member understands that this difference is due to additional managerial cost experienced by ClubVO2 and that there is also an interest component.

**Direct Debit Consent:** The Member consents to ClubVO2 receiving due membership funds through way of Direct Debits. If for any reason the Direct Debit is unsuccessful the Member gives permission for ClubVO2 to restrict access to its facilities until any funds that may be owing have been paid in full. This clause only applies to members on ClubVO2's EZYPAY Option.

**OVER DUE ACCOUNTS WILL INCUR LATE PAYMENT FEES AND COLLECTION COSTS**

## AGREEMENT

I have read, understood and agree to abide to the above terms and conditions. Should I breach any of the above, it may result in my Membership being revoked.

**Member's Signature:**

**Date:**    /    /2011

## CONSENT

I consent to ClubVO2 collecting my personal details from this form, retaining and using them for the purpose of any administrative or promotional function that may be carried out by ClubVO2 and understand that I have the right to access the information and request its correction.

**Member's Signature:**

**Date:**    /    /2011