

# Howick Gymnastic Club

## Membership Terms & Conditions

1. Accuracy: The details set out in this Membership Form are true and correct. If they change I acknowledge that I am required to notify my Club of the changes in writing as soon as possible after they occur. If the details provided are not true or are misleading I acknowledge my membership may be terminated at the discretion of my Club and Gymnastics NZ.
2. Bound by Rules: I will be bound by the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club, and Gymnastics NZ.
3. Accept Risk of Gymsports: I have voluntarily accepted and assumed the inherent risk of danger and injury in Gymsports.
4. No liability: I will not hold my Club or Gymnastics NZ or their respective officers responsible for any claims, losses and expenses and costs (including legal costs) which may arise from or in connection with my membership and/or participation in any activity authorised or recognised by my Club or Gymnastics NZ except in the case of gross negligence or a wilful act or omission on the part of my Club or Gymnastics NZ.
5. Indemnity: I indemnify my Club and Gymnastics NZ from all claims, losses and expenses (including legal costs) suffered or incurred at any time as a result of, or resulting directly or indirectly from, my failure to observe the constitutions, regulations, policies, manuals, guidelines and reasonable directions of my Club and Gymnastics NZ respectively.
6. Medical Declaration: I am medically and physically fit and do not suffer from any injury, disease or condition, either physical or mental, that would affect my ability to safely participate in any authorised or recognised activities of my Club or Gymnastics NZ. If I am unsure about this declaration, or suffer from such a condition I have either listed it on this form or I am aware that I must bring it to the attention of my Club and Gymnastics NZ. In the event of an emergency or accident I consent to Howick Gymnastic Club staff taking whatever steps are necessary, including giving first aid, and if required calling an ambulance at my cost, to ensure the safety and wellbeing of my child/ren.
7. Privacy: I agree that my Club and Gymnastics NZ can collect, hold, use and disclose my personal information as provided on this Form (and any updated or additional personal information the Club or Gymnastics NZ obtains from me including any photo or other record of my image) for the purposes of:
  - a. Processing my application for membership including notifying the Club and Gymnastics NZ of the information on this form for the purposes of the Club and Gymnastics NZ compiling a register of members, compiling a national database of members and participants (accessible only in accordance with the Constitution and Regulations of Gymnastics NZ), and for requesting me to renew if my membership lapses;
  - b. Putting my name and contact information on my Club's membership list for use by other members of my Club;
  - c. Publishing any of my gymnastics results in my Club and/or Gymnastics NZ's newsletters and on their websites;
  - d. Selecting and publicly naming competitors and teams to represent my Club and Gymnastics NZ at gymnastics events;
  - e. Providing me with information and activities relating to my Club and Gymnastics NZ and other gymnastics matters;
  - f. Including my photograph or other imagery on the Club and/or Gymnastics NZ website, in newsletters, annual reports, or similar official publications;
  - g. Enabling my Club and Gymnastics NZ to contact me with information about the products and services of Club or Gymnastics NZ sponsors or funders (unless I have opted out of receiving such information on the Membership Form);

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- h. Enabling my Club and Gymnastics NZ to comply with any statute, regulation, by-law or other regulatory instrument that requires collection or disclosure of personal information;
- i. Retaining the information provided on this form if my membership lapses (as an inactive member) for a maximum period of three years for the above purposes; and
- j. Any other purpose I agree to in writing.

8. Use, Security and Access: I understand that my personal information will only be used for the purposes listed in paragraph 7 and in accordance with the Gymnastics NZ Regulations, and that:

- a. My personal information will be held securely;
- b. I will have access to my personal information under the Privacy Act;
- c. My personal information will be corrected upon request.

9. Continued Membership: I understand that upon payment of my membership fee(s), if I am accepted to membership, I will become a member of my Club and Gymnastics NZ and that by paying such fee(s) by the due date(s), I will continue to be a member of my Club and Gymnastics NZ for the duration of my Membership as specified on this form and in accordance with the Gymnastics NZ Constitution, unless I resign or my membership is terminated.

10. Enrolments: Payment is required at the time of booking to confirm my place in the class.

- a. If I am unable to pay online for any reason, I will pay by EFTPOS, credit card or cash at the gym office or at Reception. Payment can also be made by direct credit into our bank account - ASB Bank Account No: 12-3089-0138228-00 or at any branch of the ASB Bank. Once payment is reflected in the Club account, my booking will be processed.
- b. I understand that my booking for one term does not continue past the completion of the term, and each term I will need to rebook in for my desired class(es).
- c. Priority bookings for the following term are available to me before they open to the general public but after this time, I understand that my space in the class is not confirmed. Priority bookings are not available if there are any overdue fees on the gymnasts account.

11. Fees: Fees are calculated on a 9-week term basis and are aligned with the public-school terms.

- a. I understand that fees are pro-rated only if gymnasts begin more than two weeks into the term.
- b. I understand that my club do not offer pro-rata fees if I cannot attend lessons for reasons other than major illness or injury for more than 3 weeks.
- c. I understand that gymnasts with unpaid fees after the due date may be removed from the class and their place opened up for a new member. No gymnast may participate in a class if they have overdue fees on their account.
- d. Fees overdue more than 90 days may be handed over to a debt collection agency (unless a credit arrangement has been made) and any costs incurred as a result of debt collection or associated legal action will be added to my account.
- e. I understand that when paying online using my credit card, I will incur a transaction fee and this will show up on my statement as "Ezi Health and Fitness."

12. Refunds: Only in certain circumstances will I be entitled to a refund for my class enrolment.

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- a. If I cancel my enrolment for any reason before the term starts, a refund will be given minus a \$25 administration/cancellation fee and any transactions fees that I may have incurred.
- b. I understand that I will not be entitled to a refund if I cancel my enrolment after the term has started (even if I have not attended any classes).
- c. I understand that there are no partial credits or refunds if I do not attend all the classes in a term or withdraw part way through a term.
- d. No refund are made while there are unpaid fees on my account for any reason.

13. Account Credits: Upon application to the HGC Board I may be granted an account credit if unforeseen circumstances limiting my participation are in play.

- a. Major Injury or Illness: I understand that gymnasts who miss training sessions due to injury or sickness are not entitled to a fee reduction. However, if I am sick or injured for longer than 3 consecutive weeks (with a medical certificate) a credit for that time missed less a \$15 administration fee may be credited my account.

14. Competitions:

- a. To represent my Club at any competition, my account fees must be up to date. Payment of the competition entry fee alone is insufficient.
- b. Should I not end up competing for any reason, there is no refund for the competition entry fee unless provided by the host club.
- c. Entry is only submitted upon acceptance of competition invitation and payment is received by the due date.

15. Interpretation: Every reference to "I" and "my" in this document includes the gymnast and the parent/guardian/caregiver of the gymnast (if applicable). Copies of constitutions, regulations, policies, manuals and guidelines of the Club and Gymnastics NZ can be obtained by contacting your Club or Gymnastics NZ via [gymnasticsnz.com](http://gymnasticsnz.com).

16. By submitting this membership application form and agreeing to these Terms and Conditions, you acknowledge and consent to becoming a Member of Howick Gymnastic Club Incorporated, as defined in the Club's Constitution. You understand that membership is subject to the rules, policies, and obligations set out in the Constitution and any applicable regulations of the Club. This consent is given in accordance with sections 26(1)(c) and 76 of the Incorporated Societies Act 2022.