

# Your Terms and Conditions

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## 1. Starting your membership

As a member, you can use our clubs in line with these terms and conditions, including the club usage guidelines. All members must reside in New Zealand and proof of identification is required prior to activation of your membership.

### 1.1 What types of memberships do we have?

We offer a variety of flexible membership options to suit your needs and allow you to workout at a time that suits you in a friendly and relaxed environment conveniently located close to home or work.

Details of all our current membership options are available online at [www.jetts.co.nz](http://www.jetts.co.nz)

| Membership types | Membership price (per person)  | Membership Conditions  | Membership benefits   |
|------------------|--|--|---|
| Everyday Active  | \$8.70 /week   | <b>12 month ongoing membership</b> (total commitment \$452.40)<br>Fixed minimum term<br>Weekly Direct Debit<br>Start Up Fee*<br>4 Weeks On-Hold /year  | Workout 24/7/365<br>Access to all clubs nationwide<br>Referral Rewards<br>Access to Jetts Plus<br>Free in Club WIFI |
| Flexi Freedom    | \$10.95 /week  | <b>Flexible weekly membership</b><br>No Lock in Contract<br>Paid fortnightly by direct debit<br>Start Up Fee*<br>4 Weeks On-Hold per year<br>No Cancellation Fees  | Workout 24/7/365<br>Access to all clubs nationwide<br>Referral Rewards<br>Access to Jetts Plus<br>Free in Club WIFI |
| Flexi Premium    | \$12.95 /week  | <b>Short term fixed commitment</b><br>No Lock in Contract after 3 months<br>Paid weekly or fortnightly by direct debit<br>Start Up Fee*<br>8 Weeks On Hold per year<br>1 Free Guest pass per month (mon-thurs)<br>Free 1 hour Personal Training Session (RRP \$80)<br>Free Backpack & Towel<br>Flexibility to cancel with no fees after 3 months * | Workout 24/7/365<br>Access to all clubs nationwide<br>Referral Rewards<br>Access to Jetts Plus<br>Free in Club WIFI |
| Advanced         | 12 mths \$418<br>6 mths \$248<br>3 mths \$197<br>1 mth \$89  | Paid in Advance membership<br>Start up Fee*<br>On-Hold subject to membership option *<br>(12 & 6 mth option only)<br>Non refundable  | Workout 24/7/365<br>Access to all clubs nationwide<br>Referral Rewards<br>Access to Jetts Plus<br>Free in Club WIFI |
| Off Peak         | \$6.00 /week or<br>12 mths \$299   | Flexible weekly direct debit or Paid in Advance<br>Access during Off Peak** hours only<br>Start up Fee*<br>4 weeks On Hold per year<br>Non refundable  | Access to all clubs nationwide<br>Referral Rewards<br>Access to Jetts Plus<br>Free in Club WIFI                     |
| Active Plus 65   | 12 mths \$299<br>6 mths \$165<br>3 mths \$85<br>1 mth \$34   | Paid in Advance membership<br>Must be 65 + years<br>Access during Off Peak** hours only<br>No Start up Fee<br>4 weeks On-Hold per year<br>Non refundable   | Access to all clubs nationwide<br>Referral Rewards<br>Access to Jetts Plus<br>Free in Club WIFI                     |
| Start-Up Fee*    | Maximum Start-Up Fee is \$45 includes secure access tag - start-up fees are subject to special offers<br>Corporate and Student discount Start-Up fee \$19 includes secure access tag - subject to terms & conditions |  |   |
| Off Peak Hours** | Monday to Thursday 9.00am - 2.30pm Friday and Saturday 9.00am - 12.00pm  |  |   |

## 1.2 Do we offer any discounts?

### Using a Corporate Discount

You will receive a preferred partnership start up discount on selected membership options, if you are an employee of a company we have a current corporate discount agreement with. Please ask your employer or contact us at [membership@jetts.co.nz](mailto:membership@jetts.co.nz) or live chat (jetts.co.nz) for more details

### Being a Foundation Member

We offer a fixed price for the term of the membership for members who join a club prior to the club opening date.

A Foundation membership cannot be transferred between clubs.

A Foundation Membership terminates on cancellation of the membership by either the club or the member.

### If you are a Student

As a student you can receive a discount on start up fees if you have a current valid Student Card.

### Referral Reward

If you refer a family member, friend or colleague and they join Jetts you are entitled to receive 2 weeks free membership. To claim your Referral Reward, email the name of the member and the club they joined to [rewards@jetts.co.nz](mailto:rewards@jetts.co.nz). Once approved your 2 weeks free will be applied to your membership as below:

- Direct Debit Memberships – your 2 weeks free will be applied on the date of your next direct debit payment due and your access card will remain active.
- Paid in Advance Memberships – your membership end date will be extended by a further 2 weeks

## 1.3 How old do you have to be?

### Our minimum age

You must be at least 14 years old to become a member however conditions as below apply;

### Joining aged 14 -15

If you are under 16, a parent or guardian must acknowledge and accept the terms of your membership online and confirm that you are able to partake in exercise. Your parent or guardian must accompany you to the club to acknowledge your pre-health questionnaire with a qualified personal trainer. You can then;

- use cardiovascular equipment;
- have a resistance programme provided to you by a qualified personal trainer
- access to the club during staffed hours only;
- access only to the club you joined at;

### **Joining aged 16-17**

If you are 16 or 17, a parent or guardian must acknowledge and accept the terms of your membership online and confirm that you are able to partake in exercise. Your parent or guardian must accompany you to the club to acknowledge your pre-health questionnaire with a qualified personal trainer. You can then;

- use cardiovascular equipment;
- complete unsupervised resistance training once a qualified personal trainer has assessed your pre-exercise questionnaire;
- access to all clubs 24/7/365

### **Children Under 14**

In the Health & Safety of all members, non-members and staff, children under the age of 14 are not allowed into the facility at any time and under any circumstances. All children over the age of 14 must be a member to access the facility.

In the event that a member brings children into the facility during staffed or unstaffed hours would be deemed as a breach of your Membership agreement and Jetts reserves the right to cancel your membership with immediate effect and no rights to any applicable refund.

## **1.4 When does your agreement start?**

### **Activating your Membership agreement**

All our memberships are registered via our online portal [www.jettonline.co.nz](http://www.jettonline.co.nz) and activation is completed in Club. Your membership starts when you have completed the following steps;

- completed your online registration;
- completed your online health check;
- selected your membership type online;
- provided your bank account details for Direct Debit Memberships online;
- completed in Club Welcome
- accepted the Terms & Conditions of the membership;
- accepted the “Club Rules”
- activated your membership in club;
- received your secure access tag;

## **Paying a Start Up fee**

You need to pay a Start Up fee when you join or renew. Your Start Up fee is the amount valid at the time you complete your online registration. The Start-up fee includes the joining fee and your secure access tag.

The Start-up fee paid will not be refunded even if you cancel in the cooling off period or return your secure access tag on cancellation.

Jetts reserves the rights to change the Start-up fee at any time, without prior notice including but not limited to special promotions however at no time will the Start Up fee exceed the value of \$45.00 including GST. The daily valid Start Up fee applicable is as disclosed on our websites [www.jetts.co.nz](http://www.jetts.co.nz) and [www.jettsonline.co.nz](http://www.jettsonline.co.nz).

Jetts offer reduced Start Up Fees with specific membership types including but not limited to; Business Partners and Students. All members must have valid proof of ID to be applicable for these membership types. For further details contact [membershipsupport@jetts.co.nz](mailto:membershipsupport@jetts.co.nz) or Live Chat ([www.jetts.co.nz](http://www.jetts.co.nz))

## **Understanding our rights**

If we do not enforce our agreement rights at any time, it does not mean that we have waived those rights, no matter how long we wait. If there is a miscalculation in your membership agreement, both parties have 5 days after the agreement is activated to correct it.

## **1.5 Can you change your mind?**

### **Cooling off period**

You can cancel your agreement during your cooling off period. You have 7 days from the date you activate your agreement, or for a new club, from its grand opening date. To cancel your membership, please see 3.1.

We will then cancel your agreement and refund you your initial payment or direct debit fees deducted. The Start-up fee you paid will not be refunded.

## **1.6 What about your health?**

### **Promising you are in good health**

On the day that you complete your online registration and each time you use our clubs, you promise us that;

- you are in good physical condition;
- you know of no medical reason or other reason why you cannot or should not do active or passive exercise.

### **Seeking expert advice**

Our staff and contractors are not medically trained. They are not qualified to assess if you are in good physical condition and can exercise without risk to your health, safety or comfort.

If you have any doubts, we strongly encourage you to seek expert advice before starting an exercise program.

## **Disabilities**

As a member with a disability you will be able to access the club during staffed hours only. You will require a letter from a Doctor or medical practitioner to confirm that you are able to partake in regular exercise.

If you require the use of an Assistance Dog, they will be permitted to enter the club but must be on a lead and stay directly with you at all times.

## **2. Things to know during your membership**

### **2.1 When do you pay membership fees?**

#### **Paying for ongoing memberships**

You pay fees for ongoing memberships in advance each week or fortnight on a Thursday, dependent on your membership, by direct debit from a NZ bank account or credit card (Visa/Mastercard). We do not accept Diners or American express.

Direct debit payments are deducted by our third party payment provider, Ezidebit, You are required to acknowledge their terms and conditions of payment when completing the online registration process. Jetts does not store or record any bank account or credit card details, these details are held securely by Ezidebit.

#### **Paying upfront**

You can pay upfront for some memberships. For a Pre-Paid membership, you will pay in full on the day that you complete the membership activation online.

Jetts only accepts payment by debit or credit card online.

#### **Renewing your upfront membership**

When your membership is due to end, you can choose to renew it before the date of expiry at your existing rate, otherwise your membership fee will be set at the current rate at that time.

You also have the choice to change to a different membership type or transfer to another club. To activate a change to your membership contact Jetts membership support via our Live Chat or email [membership@jetts.co.nz](mailto:membership@jetts.co.nz)

By renewing your membership, you agree to the membership terms and conditions that apply at that time.

## 2.2 How do Direct Debits work?

### Paying every week or fortnight

We will debit your weekly club fees from your nominated account every Thursday or your fortnightly fees every second Thursday, as set out on your online membership agreement.

Your first direct debit will be deducted on the first Thursday after you have activated your membership. The amount deducted for your first payment will be calculated from the date you activated your membership plus one or two weeks in advance dependent on your membership choice selected;

Please note that;

- direct debit dates are pre-set for all members and cannot be changed;
- if one falls on a public holiday, we will debit your account on the next business day;
- debits may take up to 3 days to come out of your account;

### Meeting your responsibilities

You must make sure;

- your account can accept direct debits (if unsure check with your financial institution)
- there is enough money in your account on the payment day and the next 3 days;
- you tell us if you are transferring or closing your account at least 24 hours before your next direct debit;
- you tell us about any changes to your credit card, such as expiry date, number or lost card, at least 24 hours before your next direct debit.
- you have to pay all direct debits in advance and must provide the minimum notice required prior to the Thursday of your direct debit before cancelling. If the required notice is not provided you have to pay the direct debit fee for a further weekly or fortnight period. No refunds will be paid.

### Querying a payment

If you query a payment, you need to email [membership@jetts.co.nz](mailto:membership@jetts.co.nz) and we will do our best to respond within 48 hours or contact Jetts Support on Live Chat at [jetts.co.nz](https://jetts.co.nz).

## 2.3 What happens if your payment fails?

### Losing your club access

If you do not fully pay your fees on the due date, we will suspend your club access immediately until your payments are up to date.

We will also charge you a late payment fee of \$10.00 for a failed payment.

All failed payments are to be paid by debit card, credit card or online. You will be notified by your club of a failed payment and provided with the details of how to pay or advised that a further payment will be deducted by direct debit.

All failed payments must be paid within 5 days of the due date.

### **Paying your outstanding debts**

We will continue to debit your nominated account without notice, until we have received the total amount you owe us. We will make all reasonable efforts to let you know beforehand by;

- phoning you on the last number you provided us with;
- speaking to you at the club
- sending an email to the last email address you provided us;

For your membership, you must make sure that the payment method you choose continues for the length of your agreement. This includes third-party accounts. If the details you give us fail, you are liable for all resulting fees. You should update your details online and are obligated to complete your minimum term.

In the event that you fail to make payment of your outstanding debts, Jetts will revert to a collection agency for recovery of funds plus expenses incurred in the recovery of the debt.

## **2.4 Can we change your agreement?**

### **Staying up to date with our terms**

We may sometimes add to, change or remove clauses in our terms and conditions. This includes changing a clubs' services, facilities, opening hours and membership fees. Sometimes we may have to close or limit our facilities to allow for maintenance or refurbishment, however we do not reduce your membership fees while this occurs.

The most up-to-date terms and conditions apply. You can find a copy on our website [www.jetts.co.nz](http://www.jetts.co.nz)

### **Being notified about changes**

We will give you at least 28 days' notice of any changes, for instance by;

- Publishing them in our newsletter or on our website or social media platforms;
- Placing a notice in the clubs;
- Phoning or emailing you to the last phone number / email address we have on file;

If we suspend a club's operations or services, temporarily or permanently, we may send you written notice offering you either a;

- Transfer to another club, if available
- Complimentary time freeze;

### **Cancelling your membership**

If we do not fulfil our obligations to you, you may be able to cancel your membership (see



3.1), unless the law states otherwise, you won't have a claim against Jetts if this happens.

## 2.5 Can we increase your fees?

### Being notified of change

We reserve the right to increase your fees at any time.

In respect of a fixed term membership agreement the increase would apply after the minimum period of your agreement has ended.

We will make a reasonable effort to tell you at least 28 days beforehand by sending an email to the address you last gave us. We will consider that you have received our email on the second business day after it is sent.

### Authorising us to increase debits

Where we have made a reasonable effort to let you know about a fee increase, you authorise us to increase any debits from your nominated account.

## 2.6 Can you temporarily Hold your membership payments?

### Placing your membership On-Hold

You can place your membership On-Hold for a minimum of 1 week (7days) and a maximum of 4 weeks or 8 weeks per any one membership calendar year dependent on your membership type.

All On-Hold requests must be received in writing by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz). You are not able to request an On-Hold by phone or in person at the Club.

All On-Hold requests must be in English.

The following membership types have **restrictions** in respect of On-Holds allowance;

|                                       |   |   |
|---------------------------------------|---|---|
| <b>Flexi Premium</b>                  | - | On-Hold is not available until the completion of the 3 month fixed term period – subject to 8 weeks On-Hold allowance per membership year   |
| <b>Flexi Freedom</b>                  | - | Membership must be active for a period of 3 months before an On-Hold can be requested - subject to 4 weeks On-Hold allowance per membership year  |
| <b>Advanced PIA</b>                   | - | 1 month and 3 month membership has <b>no</b> On-Hold allowance<br>6 month membership entitled to <b>2 weeks</b> On-Hold allowance<br>12 month membership entitled to <b>4 weeks</b> On-Hold allowance per membership year |
| <b>Active Plus 65 Paid In Advance</b> | - | 1 month and 3 month membership has <b>no</b> On-Hold allowance<br>6 month membership entitled to <b>2 weeks</b> On-Hold allowance<br>12 month membership entitled to <b>4 weeks</b> On-Hold allowance                     |

per membership year

- Active Plus 65 Direct Debit** - Membership must be active for a period of 3 months before an On-Hold can be requested - subject to 4 weeks On-Hold allowance per membership year
- Off Peak Direct Debit** - Membership has to be active for a period of 3 months before an On-Hold can be requested - subject to 4 weeks On-Hold allowance per membership year

Refer to Clause 1.1 for membership entitlements.

### Requesting an extended On-Hold

You can request for an extended On-Hold period, up to a maximum of 12 weeks in any one membership calendar year for medical reasons, however we must be satisfied by supporting documentation, such as a certificate from a medical practitioner stating you are unable to exercise.

### Understanding the On-Hold conditions

Before requesting your membership to be placed On-Hold, you must make sure your fees are up to date and there are no membership fee's outstanding.

When requesting an On-Hold by email ([membership@jetts.co.nz](mailto:membership@jetts.co.nz)) you must provide all details of your On-Hold request including the to and from date and your access card number. If the information is not received in full, you will be responsible for the payment of any direct debit payments deducted and you will not be eligible for a refund.

All On-Hold requests will be confirmed by us by email,. If you don't receive an email confirmation please contact us by email at [membership@jetts.co.nz](mailto:membership@jetts.co.nz) or Live Chat with us at [www.jetts.co.nz](http://www.jetts.co.nz).

We are not able to backdate an On-Hold request.

You must submit your On-Hold request by email ([membership@jetts.co.nz](mailto:membership@jetts.co.nz)) or online at [jettsonline.co.nz](http://jettsonline.co.nz) at any time but by no later than 12pm on the Wednesday prior to your Direct Debit being deducted from your account.

You are only entitled to place your membership On-Hold for either a maximum of 4 or 8 weeks dependent on your membership agreement. We have the right to refuse any On-Hold requests that extend over the maximum period allowed. If an On-Hold request is refused in full or part you are responsible for all membership fees payable during this period.

Your membership will automatically re-activate at the end of an On-Hold period and you must make sure that you have sufficient funds in your account to meet the next direct debit payment.

Your first direct debit payment on completion of an On-Hold Period will be calculated on a

pro-rata basis.

During the period of your On-Hold request, your secure access tag will be de-activated.

For a Paid in Advance membership your expiry end date will extend by the period of your On-Hold request.

If you want to change or cancel your On-Hold request you must email [membership@jetts.co.nz](mailto:membership@jetts.co.nz) by no later than 12pm on the day before the changes are to take effect.

## **2.7 How can you use your Secure Access Tag?**

### **Photo ID:**

When you sign up online you must attach a photo to your account on our digital membership base. When you have activated your account online we will provide you with your Secure Access Tag the first time you come into the club, however you must show valid photo identification.

### **Your Secure Access Tag**

The secure access tag is our property. You cannot lend your secure access tag or allow anyone else to use it. If you lose or damage your secure access tag, we will charge you \$29 to replace it.

All secure access tags must be collected from a club unless otherwise advised by Jetts.

On cancellation your secure access tag must be returned to Jetts, either to a club or post to:  
Jetts NZ  
PO Box 303207  
North Harbour,  
Auckland 0632.

You are not entitled to a refund on the return of the secure access tag.

### **Visiting overseas Clubs**

You can visit any other Jetts club overseas, however to gain access you must advise us by email at [membership@jetts.co.nz](mailto:membership@jetts.co.nz) prior to departure, the country you are visiting and your secure access tag number.

## **2.8 How can you protect your health?**

You must complete an online health questionnaire when completing your online signup. You must answer the online health questionnaire honestly and if you have any health or medical concerns now you must discuss them with your doctor before completing your online signup or using any equipment in the club.

We may choose to refuse your membership agreement until:

- Your doctor agrees in writing that you are fit to exercise unsupervised;
- You show us proof that you have received medical advice on an appropriate exercise program

You must also tell us if your medical condition changes after you have joined by emailing

[membership@jetts.co.nz](mailto:membership@jetts.co.nz).

Managing infections and illness

You must not use the Club facilities if:

- You have an infection, contagious condition or physical ailment such as an open cut or sore;
- There is any other risk, however small to other members, staff and guests.

## 2.8 How can you give us feedback?

**We welcome your feedback**

Your feedback is important in helping us provide the best service and facilities. If you have any comments or questions about our clubs, websites or service please contact us by sending an email to [feedback@jetts.co.nz](mailto:feedback@jetts.co.nz).

In Club you can speak to our staff during staffed hours or live chat with us online at [jetts.co.nz](http://jetts.co.nz).

## 3. Things to know during your membership

### 3.1 How can you cancel your membership?

**Cancelling your membership**

You can ask to cancel your membership by emailing [membership@jetts.co.nz](mailto:membership@jetts.co.nz) or live chat at [jetts.co.nz](http://jetts.co.nz).

You are not able to cancel your membership by phone or in person at the club.

Cancellation requests are only accepted if written in English.

**Giving us notice:**

**No fixed term direct debit memberships:**

To cancel your membership, you must email us in writing to [membership@jetts.co.nz](mailto:membership@jetts.co.nz) by no later than 12pm on the Wednesday prior to your next direct debit being deducted to advise that you would like to cancel your membership.

You must supply us your full name, club and secure access tag number and the date you would like to have your cancellation effective from.

You can only cancel your membership if all your fees are paid up to date. Any outstanding membership fees will be deducted from your account by direct debit prior to cancellation.

If you should cancel your direct debit payment without advising us by email, we will contact you by email to the last known address to us and provide you details of how to pay the outstanding fees online or by debit/credit card. If you fail to pay the outstanding membership

fees, Jetts reserves the right to take action in recovery of outstanding fees by engaging a debt collection agency. You will be responsible for all costs associated in the recovery of your outstanding membership fees.

You are not able to cancel your membership in club, by phone or by text. All memberships must be cancelled in writing by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz).

You will receive confirmation from Jetts by email that your membership has been cancelled with 24 normal business hours of receipt of your email.

If you do not receive an email confirmation please contact [membership@jetts.co.nz](mailto:membership@jetts.co.nz) or live chat at [jetts.co.nz](http://jetts.co.nz). If a dispute arises we will request proof of the original email you sent. If a further direct debit is deducted from your account after a cancellation request has been sent a refund will be paid if all necessary proof of cancellation is provided. A refund of membership fees only will be paid, any other costs incurred by you will not be refunded.

### **Minimum term direct debit memberships;**

Once the minimum term of your membership has expired, you or we may cancel your membership.

To ensure that your direct debit does not continue past your minimum term, you must email [membership@jetts.co.nz](mailto:membership@jetts.co.nz) by no later than 12pm on the Wednesday prior to your next direct debit being deducted to advise that you would like to cancel your membership.

When you cancel, you must pay us any fees you owe or we may take action to recover them. In the event that debt collection services are used, you will be responsible for any additional fees incurred by Jetts in recovery of the debt.

Your membership will only cancel if we receive an email from you confirming the cancellation, otherwise your direct debit payments will continue to be deducted from your account as per the membership agreement.

### **Paid in Advance fixed term memberships;**

Your Paid in Advance membership will automatically cancel at the expiry of the fixed term.

## **3.2 Can you cancel during the minimum term?**

### **Cancelling without paying out your agreement**

You can cancel your membership if an On-Hold is not suitable during the minimum term if:

- You are sick or incapacitated – you must provide written proof and or certificate from a qualified medical practitioner stating that you cannot exercise for the rest of your fixed term.
- A member has deceased.

You must provide notice in writing by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz) and supply all the required information. We will come back to you within 48 hours to confirm that your membership can be cancelled. You are required to pay any direct debit fees deducted during

this time and no refunds will be applicable.

An exit fee of \$50 will be charged by direct debit in these cases.

### **Cancelling a Paid in Advance Membership**

You can cancel your Paid in Advance Membership at any time by sending an email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz) advising the date the cancellation is to be effective from.

You are not entitled to receive a refund on any unused portion of your Paid in Advance Membership.

### **Transferring your membership to another person**

You can transfer your Paid in Advance or Fixed Term Direct debit membership to another person within the minimum term of your agreement by sending a request to [membership@jetts.co.nz](mailto:membership@jetts.co.nz) and as long as:

- the transferee is not a current member;
- the transferee has not been a member in the last 3 months;
- the transferee completes the new membership online sign up process and pays a transfer fee of \$35
- the transferee is eligible to take up your membership (for instance you cannot transfer a corporate membership or concession membership to someone who would not normally qualify for that membership)
- the transferee has not been a previous member of Jetts who has been banned or has outstanding membership fees
- the transferring member has their secure access card;
- the transferring member has no outstanding membership dues

The transfer is effective after the transferee has completed the Online sign-up process and confirmation received by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz).

We do not allow transfers once you have completed your minimum term.

You cannot transfer a foundation membership.

### **Cancelling for other reasons**

If you wish to cancel your Fixed Term Direct Debit Membership for any other reason, you can pay out your agreement.

We calculate the amount you must pay by;

- multiplying your weekly fee by the number of weeks left in your minimum term;
- deducting 5% from the total.

To cancel for any other reason, you must send a request by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz) by no later than 24 hours prior to the Thursday of your next direct

debit payment confirming the date that you would like the cancellation to take effect. You must provide your full name, club and access card detail on the email.

Within 24 hours we will advise you by email of the amount required to be paid out. This amount is required to be paid immediately by online credit or debit card payment.

When funds have been received your membership will be cancelled and you will receive an email confirmation from [membership@jetts.co.nz](mailto:membership@jetts.co.nz). No further direct debits will be deducted from your account.

Your fixed term direct debit membership will not be cancelled until payment of the fixed term pay-out has been confirmed and during this time you are responsible for all fees due.

### **3.3 Can you cancel if we change the agreement?**

#### **Cancelling if changes to our terms and conditions adversely affect you**

You can cancel your membership at any time if we change or add to these terms and conditions or the club rules and these changes adversely affect you.

You can also cancel your membership if we breach our obligations and we do not fix the breach in a reasonable time after you have told us about it by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz). We will refund you any membership fees you pay between the date of notification and the date on which we decide we cannot fix the breach.

### **3.4 How can you manage your membership online?**

#### **Jetts Online**

Jetts allows you to manage your membership at your fingertips. Once you have activated your membership you will have full access to all your membership profile on [jettsonline.co.nz](http://jettsonline.co.nz) where you can:

- change your personal details
- update your payment details
- place your membership On-Hold

### **3.5 Referral Rewards**

#### **How to claim a referral reward**

As a member you are rewarded for referring family, friends or work colleagues. We will give you two weeks free for each person you refer that joins any Jetts Club in New Zealand.

To claim your two weeks free, email [rewards@jetts.co.nz](mailto:rewards@jetts.co.nz) and supply the following details:

- Your first and last name, your club and your access tag number
- Name of the member you referred and which club they joined

We will then reply by email confirming that your Reward claim has been actioned.

Any disputes and we will contact you to clarify the information.

All membership types are able to claim the 2 weeks free reward:

- For flexible direct debit memberships your two weeks will be applied from the date of your next direct debit deduction.
- For a fixed term direct debit membership, we will apply the 2 weeks free to the end of your fixed term (ie; 12 months)
- For a Paid in Advance membership, we will extend your expiry period by a further 2 weeks.

There is no limit to how many Referral Rewards you claim.

The reward can only be claimed by the existing member who referred.

Jetts from time to time will advertise special referral offers to our members. These will be subject to specific terms and conditions and for a limited time only. During the period that we run a referral special those terms and conditions will apply. At the end of the advertised period we will revert to the conditions of the Referral Reward.

## **4. Club Code**

You must follow our Club code and Club usage guidelines at all times and if you are unsure of anything please contact us by talking to a member of staff during staffed hours, live chat [www.jetts.co.nz](http://www.jetts.co.nz) or email [membership@jetts.co.nz](mailto:membership@jetts.co.nz).

### **4.1 What rules apply to our facilities**

#### **Respecting our equipment and facilities**

You are responsible for using our facilities correctly, including adjusting levels or settings of equipment (cardio or strength), maintaining the cleanliness of the facility and being courteous to other members. As a member our expectation is that you at all times take care of the facilities and leave them in a clean and tidy state.

Your membership is subject to your behaviour within the club and we reserve the right that should you at any time fail to observe the Club Rules, we can terminate your membership at any time without any requirement for a refund on your fees to be paid.

If you are not sure how to operate any exercise equipment, please ask our staff during staffed hours before you use it. Note that you will be responsible for any damage that you



cause through a wilful act or negligence, this includes but is not limited to the correct handling of free weights.

Our facilities provide, where permitted, full accessible facilities.

### **Using our equipment**

At all times we try to maintain our equipment to the highest 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 paper towel provided;
- do not drop 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 member;
- do not throw, or swing free weights;
- if a piece of equipment breaks, please place an “out of order” sign on the equipment and advise staff during staffed hours or contact Jetts membership support on live chat at [jetts.co.nz](https://jetts.co.nz) or email [feedback@jetts.co.nz](mailto:feedback@jetts.co.nz) so we can organise the repair;
- you must not use the equipment or facility under the influence of alcohol or drugs;

### **Using our bathrooms**

We provide unisex bathrooms for use by members only. As a courtesy to other members you must:

- limit your time in the bathroom to an absolute maximum of 5 minutes;
- so that we are water wise, showers are limited to maximum 2 minutes;
- do not stand on the toilet seats;
- clean the toilet after use with toilet brush provided;
- close the lid of the toilet after you have finished using it;
- you must pull shower curtains closed when showering and clean up excess water;
- do not block drains with towels or any other objects;
- use sanitary bins provided
- do not place any objects down the toilet;
- keep bathrooms clean after your use;
- be courteous to other members;

### **Our Security**

Jetts clubs are a 24/7 member only facility and are under 24/7 security video surveillance in all areas of the facility except for the bathrooms;

As a member you have the privilege of accessing our facilities 24/7 and in the best interest

of your and other members safety and security you must:

- never let a non-member into the club outside of staffed hours – a fine of \$150 will apply if you let a non-member in the door
- never let a member into the club whose secure access tag is not working - a fine of \$150 will apply if you let a member without a working secure access tag into the club;
- in the event of an emergency in the club outside of staffed hours, you must pick up the emergency phone to speak directly with our security monitoring service.
- If you have any medical concerns you must wear an emergency pendant and in the case of need press the button and our security monitoring service will alert emergency services or security as required;
- If you feel unsafe leaving the club, pick up the emergency phone and advise Security monitoring and they will send security to escort you to your car or stay with you at the club;
- If you feel unwell or have an injury request another member to advise staff or outside of staffed hours pick up the emergency phone and request further assistance from our Security monitoring team;
- in the event of a fire, exit the premises immediately and advise other members;
- in the event of a natural disaster take precautions as required and advise other members;
- in the event of a fault, or damage to the club, please pick up the emergency phone and advise our Security team;
- do not bring any valuables into the club or leave unattended whilst using the facilities;

### **Video security surveillance**

We use video surveillance equipment to monitor the clubs 24/7. Cameras are located inside and outside of the Club except bathrooms.

As a member you acknowledge that you will be subject to being recorded by our video surveillance equipment.

### **Keeping your belongings safe**

We provide open lockers you can use while you exercise but these are not security lockers. Please keep your secure access tag with you at all times while in the club. Do not bring any valuables into the club.

Unfortunately, thefts can happen. We do not accept any responsibility for any loss or damage to your belongings while you are at the club or any belongings you leave in your car which is parked in a Jetts carpark.

If you leave any belongings in a locker overnight, we may remove them and place them in our lost property. We hold onto lost property only for one month. If you have left any belongings at the club you can advise a staff member during staffed hours or alternatively email [feedback@jetts.co.nz](mailto:feedback@jetts.co.nz) or live chat at jetts.co.nz and our Support team will assist you.

## **Our Cleaners**

We engage third party cleaners to clean our facilities on a nightly basis. We try to ensure that this causes minimum disruption to our members, however we ask you to apply caution to your activities while the cleaning is in progress and take notice of safety signs.

If you have any concerns over the cleaning of the club please email [feedback@jetts.co.nz](mailto:feedback@jetts.co.nz) or live chat at jetts.co.nz and we will come back to you.

## **Wearing suitable clothing**

All members and guests must wear suitable clothes and enclosed shoes in the club and whilst performing any exercise except for the bathrooms. In respect of other members you must:

- not wear any clothes with offensive images, language or inappropriate advertising;
- appropriate shoes must be worn at all times, no work boots, work shoes or bare feet are allowed when performing any exercise within the club;
- clothing must cover all personal anatomy and be of a suitable style as not to cause offense, regardless of personal tastes;
- ensure your exercise shoes are clean when entering the club (no mud etc)
- ensure that your personal hygiene is of the highest standard and not to cause offense to other members;
- Denim Jeans are not to be worn when performing exercise of any kind in the club or clothing with sharp or metal objects which potentially could damage our upholstery;

## **First Aid**

In each Club we install 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 cabinet, press the power button and follow the instructions.

## **Music**

We play music in all our clubs through ceiling mounted speakers. The music and volume are pre-set to a suitable level for the ambience of the club.

You can play music through personal devices but headphones must be used and the volume must be suitable so it does not disturb any other members enjoyment of the club.

External speakers or playing music using internal devices speakers is not allowed in the gym or the bathrooms at any time.

## **Parking**

At the majority of our clubs (except for CBD clubs) we provide a limited number of free carparks for the use of our members. These carparks are only to be used by members while

exercising at the club and are subject to time restrictions.

You park in the club's carpark or on the clubs premises at your own risk. We are not liable for any loss or damage to your vehicle or its contents.

Please be aware of car park signs in respect to time and towing restrictions. We are not responsible for your car being towed either from a Jetts nominated carpark or that of another business.

## **Animals**

In the best interest of health and safety for our members, no animals are allowed inside the Club at any time.

As a member you are entitled to access the Club with an Assistance Dog during staffed hours only.

## **Respecting Others**

Be respectful and do not behave inappropriately towards other members, guests, Jetts Staff or suppliers. Examples of inappropriate behaviour are:

- Verbal or physical intimidation
- Harassment
- Discrimination on the basis of sex, race, age or disability.

## **4.2 Can you bring guests to the club?**

### **Guests in club**

You can bring a guest into the club during staffed hours only. All guests must reside in NZ and provide proof of identification.

Overseas Guests are required to pay the Casual Member fee each time they want to use the facility. Casual Membership rate is \$15 per person per visit.

If you have a Flexi Premium Membership you are entitled to bring one guest into the club during staffed hours each month, for no additional cost. The guest is only allowed during staffed hours and you must introduce the guest to our staff when entering the club and sign in to the guest register.

If you have any other Jetts membership guests are only allowed during staffed hours. The guest is entitled to activate a 3 day free trial, if it is the guests first visit to Jetts. A temporary membership will be set up and this will allow the guest to attend the club for 3 consecutive Monday to Thursday. The 3 day free trial only applies to the club of issue, access to any other Jetts club is not permitted.

If you bring a guest that has already activated a 3 day free trial, they will be required to pay

for a casual visit.

Your guest must meet the following criteria:

- Be at least 14 years old
- Be accompanied by you and leave when you do
- Sign the guest register and show phot ID on entry to the club
- Follow the Club Usage Guidelines and terms and conditions as per the Guest Register

### **Unauthorised Guests**

You must never bring a Guest into the club outside of staffed hours.

We are strictly a member only 24/7 facility and access outside of staffed hours is by secure access tag only.

Our security surveillance will register when you have brought an unauthorised guest into the club.

You will incur a fee of \$150 if you bring or let into the club an unauthorised guest into the club. This fee will be deducted by direct debit from your account or payment can be made debit or credit card.

We will consider cancellation of your membership by bringing an unauthorised guest into the club outside of staffed hours. A refund on membership fees paid would not apply.

No secure access tag – No access, this is for the safety and security of all members.

## **4.3 What happens if you break the code?**

### **Being refused entry or receive a warning**

We can refuse entry or request to leave, anyone including members, if they act unreasonably or break the Club code, guidelines or terms and conditions of membership.

If anyone including members are requested to leave, they must do so immediately. They do not have the right to refuse our request to leave the club and if required we will call security or the police to assist us in removing them from the club. These actions are taken in the best interest and safety of other members and staff.

We also may warn you that you risk having your membership cancelled.

### **Facing instant cancellation**

We can cancel your membership without warning if you behave in a way that is seriously

inappropriate or considered to cause risk, such as;

- Threatening or harassing other members, guests, or staff
- Damaging equipment
- Using illegal or performance enhancing drugs
- Instructing others when we have not authorised you to do so
- Under the influence of alcohol or drugs
- Inappropriate language and behaviour of a sexual nature
- Letting an unauthorised guest into the Club outside of staffed hours

## **5. The legal stuff you need to know**

### **5.1 What are your responsibilities?**

#### **Meeting your responsibilities**

Your responsibilities, including payment of membership fees, do not depend on how often you use the club.

You must tell us about anything that affects your membership and any changes to your personal details, contact details or bank details. You can update your own details via your login to [jettsonline.co.nz](http://jettsonline.co.nz) or alternatively advise in writing by email to [membership@jetts.co.nz](mailto:membership@jetts.co.nz)

Any communication about your membership whether written or verbal must be in English.

#### **Promising to take care**

You promise to;

- make sure that you know how to exercise safely, by asking if necessary
- use your best endeavours to exercise safely
- not take valuables into the club

#### **Exclusion of liability for property**

We are not liable to you or any personal property that you have lost or had stolen or damaged while in or around the club including your vehicle and contents or any property left in the open lockers unless it has been due to the actions of a Jetts staff member.

You are liable for all costs of repair or replacement, if you cause any deliberate damage to the club or equipment. We would reasonably review if your actions were deliberate or negligent.

#### **Understanding our privacy policy**

During your membership we will have access to personal information about you, such as your health and financial situation. We will only use, disclose or deal with your information in line with our privacy policy.

We do not store or have access to your personal bank account or credit card details. All bank account and credit card details are stored securely with our third party direct debit

provider Ezidebit.

The Privacy Policy applies to the services offered by Fitness & Lifestyle Group Bidco NZ Limited t/as Jetts New Zealand.

### **Allowing us to use your image**

We sometimes film or photograph the clubs, so it is possible you will appear in the background. By signing and authorising the Photography release on your agreement, you allow us to use your image in promotional and other business-related material.

## **5.3 What happens if we have issues with outside providers?**

### **Paying outside providers, including Personal Trainers**

Contractors and tenants provide some services in our clubs, such as personal training and Physiotherapy.

You will need to pay service fees directly to them and we are not responsible for those fees or for any associated costs or refunds.

### **Claiming against these providers**

Any service they provide is a contract between them and you and we cannot accept responsibility for a breach of contract or negligence, or their departure from the premises.

If you make a claim because of something a contractor or tenant has or has not done, your claim should be brought against the provider, not us, whether you have paid them or not. You release us from any claim resulting from an act or omission by a contractor or tenant.

### **Asking us for help**

Wherever we can, we will help you to resolve the issue with providers. We will also make sure that personal trainers in our clubs have up to date qualifications and insurance.

## **5.4 What else should you know?**

### **Signing up for extra services**

Some clubs offer extra services, such as small group classes and personal training. These are not part of our agreement unless stated. They may involve separate fees and terms and conditions. Please make sure you read them.

### **Paying GST**

All agreement fees include goods and services tax (GST). Your fees will change in line with

any government GST rate changes, even if you are in your minimum term.

## Applicable Law

Your agreement is subject to New Zealand law.

If a court decides that any section of the agreement is invalid or unenforceable, that section will be deleted from the agreement. The other sections will remain valid and enforceable.

## 5.5 What definitions apply?

| Word                        | Meaning   |
|-----------------------------|---|
| <b>Jetts, We, Us, Our</b>   | - Fitness & Lifestyle Group Bidco NZ Limited t/as Jetts NZ  |
| <b>You, Your, They</b>      | - a member or guest of Jetts NZ   |
| <b>The Club</b>             | - The Club where you applied for membership   |
| <b>Home Club</b>            | - The Club which you joined and which you use the most or exclusively, depending on the type of membership you chose  |
| <b>Club</b>                 | - A Jetts NZ club   |
| <b>Membership Agreement</b> | - Membership application and agreement. This is between Jetts NZ and you, under which you will become a member of Jetts NZ.                                 |
| <b>Minimum Term</b>         | - The term specified in the Membership application and agreement online form.   |
| <b>Club Code</b>            | - The code for the use of operating equipment, opening hours, behaviour in the club, specified in these terms and conditions and in club signs and handouts |

## 6. Our hours

### 6.1 Our staffed hours

Our staffed hours may vary from club to club dependent on the location. To find out the staffed hours for your club go to our website [www.jetts.co.nz/clubs](http://www.jetts.co.nz/clubs) or alternatively Live Chat with us or phone 0800 JETTS 247

All guests, visitors and U16 members are only allowed access to the Club during staffed



hours. No un-authorized access is allowed outside of these hours.

In the best interest of our members safety and security ***No secure access tag – No entry.***

## **6.2 Our Off Peak Hours**

For our Off Peak and Active Plus 65 Members your secure access tag will allow you access to the club during the following times;

|                              |                         |
|------------------------------|-------------------------|
| <b>Monday to Thursday</b>    | <b>9.00am – 2.30pm</b>  |
| <b>Fridays and Saturdays</b> | <b>9.00am – 12.00pm</b> |