

# Membership Agreement

## RECREATION AND SPORT FACILITY DETAILS

COMPANY: Christchurch City Council

FACILITY NAME: Te Pou Toetoe: Linwood Pool

EMAIL: membership@ccc.govt.nz

ADDRESS: 141 Smith Street Linwood 8154

PHONE: 941 8999

## MEMBER DETAILS

NAME: Jamie Miller

MEMBER NUMBER: 104027686

GENDER: Male

DATE OF BIRTH: 3/9/1992

ADDRESS: 94a Chelsea Street Christchurch 8062

MOBILE PHONE: +64225745163

EMAIL: swim@kansaigaijin.com

EMERGENCY CONTACT: Name: Haruka Miller

Relationship: Wife

Phone Number: 0224108515

## MEMBERSHIP/PROGRAM DETAILS

AGREEMENT DATE: 21/6/2025

START DATE: 22/6/2025

END DATE: 21/7/2025

MEMBERSHIP NAME: 1 month for the price of 1 week Pool

COMMITMENT: 8 week term

MEMBERSHIP ACCESS: Pool Access

FIRST BILLING DATE: 22/6/2025

CONTRACT ADD ONS: Aqua Fitness, Adult Swimming Lessons, Gentle Ex Wet

REGULAR MONTHLY PAYMENTS: \$15.10

AUTORENEW TO: 1 month for the price of 1 week Pool START DATE: 22/7/2025

MEMBERSHIP FEE: \$15.10

## BANK DETAILS

ACCOUNT HOLDER NAME: Jamie Miller

ACCOUNT NUMBER: 03-0490-0406811-000 BANK NAME: Westpac

## AGREEMENTS

- By signing up for this membership (1 month for the price of 1 week) you agree that:
- The offer is valid from 8am, Monday 12th May to 11.59pm, Sunday 6th July 2025.
  - Promotion applies to 'Gym & Pool' members paying by Weekly Direct Debit only.
  - After your first month, your membership will commence automatically with ongoing payments of \$19.95 weekly.
  - You have not been a member of Christchurch City Council Recreation and Sport centres in 2025 or received a promotional deal in 2025
  - You are at least 15 years old.
  - This promotion is not available in conjunction with any other discounts or offers.
  - Freezes cannot be applied in the first month.
  - When signing up to a 'Gym & Pool' weekly membership via direct debit, your weekly direct debit payments will begin at the end of the promotional month.
  - Standard Membership Terms and conditions apply from the commencement of this membership.
- By signing up for this membership (1 month for the price of 1 week) you agree that:
- The offer is valid from 8am, Monday 12th May to 11.59pm, Sunday 6th July 2025.
  - Promotion applies to Pool members paying by Weekly Direct Debit only.
  - After your first month, your membership will commence automatically with ongoing payments of \$15.10 weekly.
  - You have not been a member of Christchurch City Council Recreation and Sport centres in 2025 or received a promotional deal in 2025.
  - You are at least 15 years old.
  - This promotion is not available in conjunction with any other discounts or offers.
  - Freezes cannot be applied in the first month.
  - When signing up to a Pool weekly membership via direct debit, your weekly direct debit payments will begin at the end of the promotional month.
  - Standard Membership Terms and conditions apply from the commencement of this membership.
- I understand that by signing up for this promotion I will receive a 1 month membership for \$19.95 and that after that month, I will automatically be moved to a weekly paid Direct Debit Gym & Pool membership.
- I understand my total minimum term for the promotion is 8 weeks.
- I understand that by signing up for this promotion I will receive a 1 month membership for \$15.10 and that after that month, I will automatically be moved to a weekly paid Direct Debit Pool membership.
- I understand my total minimum term for the promotion is 8 weeks.

# Membership Agreement

I authorise you to debit my account with the amounts of direct debit instructions received from Christchurch City Council] (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me. I agree that this authority is subject to: my bank's terms and conditions that relate to my account, and the terms and conditions listed below.

I confirm I can operate and have sole authority on the nominated account number.

I confirm that I have read and accept the direct debit terms and conditions.

I confirm that the direct debit is also subject to my banks' standard terms and conditions that relate to my account.

I agree to receive confirmation of the sign up to direct debits (within 5 business days) and notifications for ongoing payments to the email address provided.

1) I agree that the Initiator must give me at least 10 days' notice of each direct debit, unless otherwise authorised by me in writing.

2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.

3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.

4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.

5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if:

- I didn't receive proper notice of the amount and date of the direct debit, or

- I received notice but the amount or date of the direct debit is different from the amount or date on the notice.

6) If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit,

I understand that the Initiator doesn't need to notify me again about that direct debit.

I authorise and request Christchurch City Council (Direct Debit Authority Code: 0216742) to debit my account.

I agree to the terms and conditions

## MEMBERSHIP ACKNOWLEDGEMENT

AGREEMENT DATE: 21/6/2025

MEMBER NAME: Jamie Miller

# Membership terms and conditions

## Terms and conditions for members of Christchurch City Council Recreation and Sport Centres.

### 1. Definitions

1.1 In this agreement unless the context otherwise requires:

**Agreement** means the Membership Agreement together with these terms and conditions of membership.

**Recreation and Sport Centres** means the following recreation and sport centres operated by the Council: Graham Condon Recreation and Sport Centre, Jellie Park Recreation and Sport Centre, Matatiki Hornby Centre, Pioneer Recreation and Sport Centre, Taiora QEII Recreation and Sport Centre, Te Pou Toetoe: Linwood Pool, and the Council's Summer Pools.

**Council** means the Christchurch City Council and its employees, agents, consultants and contractors and references to we or us is a reference to the Council.

**Discount Card** means a card that entitles the holder of the card to a discount on our services, being any of the following cards: Community Services card, Secondary Student Card, KiwiAble, Hāpai and/or a Super Gold Card.

**Gym Membership** means a membership option which entitles you to use the fitness centre and attend group fitness classes at Christchurch City Council Recreation and Sport Centres, but excludes any use of the pools, spa, sauna, steam room, hydroslices, aqua classes and adult Swimsmart classes.

**Gym and Pool Membership** means a membership option which entitles you to use, at Recreation and Sport Centres, both:

(a) the fitness centre, including attendance at group fitness classes; and

(b) the pools, spa, sauna, steam room, aqua classes and adult Swimsmart classes (where available), but not including use of the hydroslices.

**Prepaid Membership** means a fixed term Gym Membership, Gym and Pool Membership, Pool Membership paid for by you in one lump sum upfront and not able to be cancelled during its term.

**Direct Debit Membership** means a flexible term:

(a) Pool Membership, Gym Membership or Gym and Pool Membership paid for by you weekly, fortnightly or monthly in advance; or

**Member** means the person named on the Membership Agreement and references to you or your, is a reference to the named member.

**Membership** means your membership of one or multiple Recreation and Sport Centres being either a Prepaid Membership or a Direct Debit Membership and as further described in this Agreement.

**Membership Fees** means the membership fees payable by you as set out on the Membership Agreement at the time of signing.

**Membership Agreement** means the attached registration form for becoming a Member of Recreation and Sport Centres, which must be completed and signed by the Member and their caregiver or legal guardian if they are under 18 years of age.

**Minimum Membership Period** means 4 weeks from the commencement date of your Direct Debit Membership.

**Minimum Freeze Period** means two weeks.

**Pool Membership** means a membership option which entitles you to use, at Recreation and Sport Centres, the pools, spa, sauna, steam room, aqua classes and adult Swimsmart classes (where available), but does not include use of the hydroslices.

**Rules of Use** means the rules pertaining to the use of the Recreation and Sport Centres, as displayed at Recreation and Sport Centres or online, as amended by the Council at any time at its discretion.

**Summer Pools** means the outdoor pools owned and operated by Council in the summer months only, being Te Hapua (Halswell), Waltham and Norman Kirk Memorial Pool in Lyttelton.

### 2. Application of agreement

2.1 This Agreement is between the Member and the Council and applies to your access to, and your use of, the Recreation and Sport Centres.

2.2 This Agreement together with the Rules of Use constitutes the entire agreement between you and the Council relating to your Membership of the Recreation and Sport Centres and replaces all prior agreements or undertakings, whether these are written or verbal.

2.3 We may need to make changes to this Agreement or to the Rules of Use from time to time. We will give you notice of any changes by email, text, social media or by notification within our Recreation and Sport Centres. Where we reasonably believe that a change will be detrimental to you (unless that change is required by law) we will offer you the right to cancel this Agreement.

2.4 For access identification purposes only, as a condition of Membership we will take a photo of you to attach to your account on our digital Membership database.

### 3. Membership type

3.1 The Membership type for this Agreement is set out on the Membership Agreement.

3.2 A Prepaid Membership may be upgraded to a Membership type of higher value. A Direct Debit Membership may be upgraded at any time or downgraded to another membership type after the Minimum Membership Period. We will change any direct debit amount to reflect any fee changes.

3.3 You may not transfer your Membership to another person.

### 4. Membership period

4.1 A Prepaid Membership will begin and end on the dates set out on the Membership Agreement.

4.2 A Direct Debit Membership will begin on the start date set out on the Membership Agreement and has no set end date. You can cancel your Membership at any time after the Minimum Membership Period by providing notice in writing in person at a Recreation and Sport Centre or via email. We will not accept verbal notice of cancellation of your Membership.

4.3 The Minimum Membership Period excludes any period of time that your Membership was frozen by you, suspended by the Council or is an unpaid/free promotional offer.

4.4 If you decide to cancel your Membership before the end of the Minimum Membership Period you will be required to pay any Membership Fees still owing for the Minimum Membership Period.

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## 5. Membership fees and discount cards

- 5.1 If you have selected a Prepaid Membership you must pay the Membership Fees in one lump sum at the time of joining.
- 5.2 If you have selected a Direct Debit Membership, you agree to pay the Membership Fees by direct debit in the amount set out on the Membership Agreement and in accordance with clause 6.
- 5.3 Any Discount Card must be presented at the time of Membership registration, renewal or when requesting a Membership discount, in order to receive the discount. Discounts cannot be applied for if, at the time of renewal, the Membership account is not fully paid up to date, nor can a discount be applied retrospectively. You may be asked to show your Discount Card as proof of discount eligibility from time to time. You must tell us immediately if you become ineligible for a discount. When any discount eligibility ends, your Membership Fees will revert to the applicable full rate fee as at the end of the eligibility period.
- 5.4 Any changes in your Direct Debit Membership Fees due to a change in your Direct Debit Membership category will be reflected in the next scheduled direct debit.
- 5.5 Pool, Gym and Gym & Pool Direct Debit Membership Fees are reviewed annually and may increase after they have been reviewed. We will notify you in advance of any changes to the Membership Fees. Any increases in the Membership Fees will come into effect on 1 October or 1 January in each year (as applicable). If you do not wish to accept the increase in the Membership Fee you may cancel your Membership but you must do so before the first direct debit at the new rate.
- 5.6 Credits are valid for 12 months from the date of issue.

## 6. Payments by direct debit

- 6.1 If you have selected a Direct Debit Membership you will need to complete a direct debit authority. All Membership Fees and other payments that are payable to us under this Agreement will be deducted automatically from your bank account and paid to us under that Authority.
- 6.2 Payments for the Direct Debit Membership are able to be paid weekly, fortnightly, monthly and will commence on the start date stated in the Membership Agreement.
- 6.3 We will give you written notice of the start date, frequency and amount of payments.
- 6.4 We are able to change the direct debit amount to reflect any fee increases made in accordance with Clause 5.4.
- 6.5 If you default on a direct debit payment your access card will be deactivated and you will not be able to access or use any Recreation & Sport Centre.
- 6.6 If you default on a weekly direct debit payment, your access will be deactivated and will remain de-activated, until the outstanding amount is paid. If you have not paid the outstanding amount by the next scheduled direct debit date, we will attempt to process a payment for both the outstanding amount and the next scheduled payment. If the full outstanding amount is not paid prior to the date on which the fourth consecutive direct debit payment is due, we may cancel your membership.
- 6.7 If you default on a fortnightly or monthly direct debit payment, your access will be deactivated and will remain deactivated until the outstanding amount is paid. If you have not paid the outstanding amount prior to the next scheduled direct debit date, we will attempt to process a payment for both the outstanding amount and the next scheduled payment. If the second direct debit attempt is unsuccessful your Membership may be cancelled.
- 6.8 If your Membership is cancelled, we will refer collection of the debt that you owe to us to a collection agency. You are liable for any collection costs incurred.
- 6.9 If five of your direct debit payments fail to go through in the previous 12 month period, we are able to offer you the option to transfer to a Prepaid Membership (which is paid in one lump sum upfront). If you choose not to take up this option, we reserve the right to cancel your Direct Debit membership under clauses 6.6, 6.7 or 10.1.
- 6.10 We reserve the right to refuse Members the Direct Debit Membership option.

## 7. Rules of membership

- 7.1 You agree to comply at all times with:
  - a. this Agreement;
  - b. the Rules of Use as displayed at each Recreation and Sport Centre;
  - c. any new rules and conditions advised by us to Members of the Recreation and Sport Centres at any time; and
  - d. any lawful and reasonable directions we notify to Members of the Recreation and Sport Centres, at any time.
- 7.2 You must not carry out any offensive, threatening, inappropriate, dangerous or illegal activities on Recreation and Sport Centres' premises, and you must at all times comply with our health and safety requirements, including those directed to your own health and safety. Our decision as to what constitutes an offensive, threatening, inappropriate or dangerous activity will be final and binding.

## 8. Suspension of membership

- 8.1 If we consider, in our discretion, that you have committed a breach of the terms of this Agreement we may suspend your Membership with immediate effect. If we suspend your Membership, we will advise you of this in writing, either by post to your last known address, by email or text. If your Membership is suspended you will be excluded from all Recreation and Sport Centres for a period that we in our discretion consider reasonable. A breach of this Agreement by you includes (but is not limited to) you:
  - a. breaching the Rules of Use, or any other rules and conditions or lawful and reasonable direction we give you; and/or
  - b. carrying out any offensive, threatening, inappropriate, dangerous or illegal activity on Recreation and Sport Centres' premises.
- 8.2 You must still make all payments owing to us while your Membership is suspended. We will not refund any amount of your Membership Fees that are paid during a period of suspension.

## 9. Freezing your Gym & Pool, Gym or Pool Membership

- 9.1 A Direct Debit Membership may not be frozen before the first direct debit payment date, retrospectively or if your Membership account is in arrears. You may freeze your Direct Debit Membership up to two times within a 12-month period from the original Membership start date for a minimum period of two weeks each and a total maximum period of 26 weeks.
- 9.2 A holder of a one-month Prepaid Membership is not able to freeze their Membership.
- 9.3 You may freeze your 12-month Prepaid Membership up to two times within a 12-month period from the original Membership start date for a minimum period of two weeks each and a total maximum period of 26 weeks.

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- 9.4 In order to freeze your Membership you must complete the membership freeze process online or in person, at a Recreation and Sport Centre, or by sending us an email. We will not accept verbal notice of a Membership freeze. When you freeze your Membership, you must tell us the date on which your Membership will be reactivated.
- 9.5 On your specified reactivation date, your Membership will be automatically reactivated. You must give us five days prior notice if you want to change the specified reactivation date. Any changed reactivation date must still be within the total maximum freeze period.
- 9.6 If you have a Direct Debit Membership, you agree that we may amend the direct debit for the first payment after the freeze period to take account of the broken period between the reactivation of your Membership and the first payment date after your Membership has been reactivated. This pro-rata payment may come out prior to the Membership recommencing.

## 10. Cancellation of agreement

- 10.1 If we consider, in our discretion that you have committed a breach of the terms of this Agreement we may cancel this Agreement and terminate your Membership with immediate effect. If we cancel your Membership, we will advise you of this in writing, either by post to your last known address, by email or text. If your Membership is cancelled you will be excluded from all Recreation and Sport Centres. A breach of this Agreement by you includes (but is not limited to) you:
  - a. failing to pay the specified consecutive direct debit payments on the due date;
  - b. breaching the Rules of Use, any other rules and conditions imposed by us, or any other lawful and reasonable direction we give you;
- 10.2 If we cancel this Agreement due to your breach, you will remain liable to us for any unpaid amounts due and owing to us under this Agreement. Any unpaid amounts will become immediately due and payable. The debt will be passed to a collection agency and you will be liable for any collection costs incurred.
- 10.3 Provided the Minimum Membership Period has ended, a Direct Debit Membership may be cancelled by you at any time by completing the Membership Cancellation Form in a Recreation and Sport Centre or via email. We will not accept verbal notice of a cancellation of your Membership. You must lodge the form more than five business days prior to your next scheduled direct debit payment for the cancellation to be processed before that deduction occurs. No part-month refunds will be given. You may not cancel your Membership retrospectively or if the Membership account is in arrears. If you want to cancel your membership before the end of the Minimum Membership Period you must pay the balance of membership fees due for the whole of the Minimum Membership Period.
- 10.4 Cooling-off period; you may cancel this Membership Agreement within five-days of joining. If you cancel this Agreement within that time period, we may require you to pay for the days that you have had access to our facilities, at our standard daily rate, and for any goods, you have received on joining.
- 10.5 Subject to clause 10.3 and 10.4, you may cancel this Agreement on 30 days' notice in writing if you are, in our reasonable opinion, adversely affected by any changes made by us (in accordance with our rights under clause 7 to this Agreement and/or the Rules of Use).

## 11. Closure of facilities

- 11.1 From time to time, we may have to or choose to close parts of our Recreation and Sport Centres for repairs, general maintenance, refurbishment or health and safety emergencies. In the event of a planned closure for a period of more than two days where the period of closure spans that centre's normal opening hours, we will endeavour to provide facilities within another Recreation and Sport Centre for this period. We may provide, at our discretion, a freeze or credit for any such period.

## 12. The Council's liability to you

- 12.1 You may have rights under the Consumer Guarantees Act 1993 or other consumer law. It is your responsibility to use our facilities safely, to take care of your own health and to take care of your own property.
- 12.2 Provided we act with reasonable skill and care, we will not be liable to you for any direct, indirect or consequential injury, loss or damage suffered by you or to your property in connection with this Agreement or your membership of the Christchurch City Council Recreation and Sport Centres.
- 12.3 In the event we are liable to you for any reason, our liability to you is limited to a maximum amount equal to the value of the fees paid by you under this Agreement in any 12-month period.
- 12.4 Personal injury in New Zealand is covered by the Accident Compensation Act 2001.

## 13. Your liability to the Council

- 13.1 You indemnify us in respect of all costs (including legal costs), losses, damage and expenses suffered or incurred by us and any other person claiming through us as a direct or indirect consequence of any unlawful, negligent, tortious, criminal, reckless or dishonest errors, acts or omission of you in relation to your use of the Recreation and Sport Centres and exercise of your rights under this Agreement. This indemnity survives the termination or cancellation of this Agreement.

## 14. General

- 14.1 This Agreement and your rights under it may not be transferred or assigned to a third party.
- 14.2 No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties. A waiver will not prejudice rights in respect of any subsequent breach.
- 14.3 These terms and conditions are governed by the laws of New Zealand. We both agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

## 15. Withdrawal and re-enrolment

- 15.1 Where you cancel this Agreement during the 'cooling off period' noted on the front of this Membership Agreement, we may in our sole discretion, refuse to accept any new Membership Agreement from the Member for a period of one month from the cancellation.

## 16. Notices

- 16.1 Our address for notices is: Recreation, Sport and Events  
Administration Team  
Christchurch City Council  
PO Box 73014  
Christchurch 8140  
membership@ccc.govt.nz

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