



Fastlane Fitness Membership Terms and Conditions

These terms and conditions will apply to your ongoing use of our premises and facilities. By using our premises and facilities, you confirm that you have read and agree to the following terms and conditions. This contract also governs direct debit payments owed to Fastlane Fitness. Any changes to this contract must be countersigned by Fastlane Fitness and the member:

1. Memberships

1.1 Members must be 15 years old or older. Membership applications by individuals under 18 years old must be signed by the applicant's legal guardian (see below).

1.2 All membership fee payments must be up to date in order for the member to use the facilities.

1.3 All members must produce their membership card on each visit before using the facilities.

1.4 Each member is entitled to use Fastlane Fitness premises and facilities during its opening hours, subject to the member's membership agreement and these terms and conditions.

2. Cancellation and Holding of Memberships

2.1 A cancellation fee applies if a payment plan membership is cancelled before the end of its minimum term, the fee being the lower of \$150 or the outstanding payments. Fastlane Fitness may waive the cancellation fee at its discretion.

2.2 A membership may be placed on hold for overseas travel, illness or accident for a minimum of 3 weeks and maximum of 3 months.

2.3 In order for a member to cancel or put on hold their membership, the member must clearly notify Fastlane Fitness in writing at least 10 working days in advance, either by email to info@fastlane.kiwi or by filling out the relevant form at Fastlane Fitness reception.

3. Managerial Discretion

3.1 All members must complete a pre-exercise questionnaire if requested.

3.2 Fastlane Fitness Management has the right to refuse at their discretion use of the premises and facilities to any member deemed at risk of causing injury to themselves or other members, or any member posing health and safety issues.

3.3 Fastlane Fitness Management has the right to alter or update these terms and conditions at any time.

3.4 Fastlane Fitness Management has the right to alter its opening hours without prior notice to members.

3.5 Fastlane Fitness Management may give a written warning to any member in breach of these terms and conditions. Upon three written warnings given to a member, Fastlane Fitness Management must make reasonable attempts to consult with the member regarding the breaches. Taking into account the breaches and consultation with the member, Fastlane Fitness Management may choose to consider the member as having seriously breached these terms and conditions, including for the purposes of clause 3.6.

3.6 In the event of serious breach of these terms and conditions, or in the event that a member has caused, is causing or is unreasonably risking serious harm, loss or damage to themselves, other individuals or Fastlane Fitness, Fastlane Fitness Management has the right to immediately terminate the member's membership. The member will be provided written notice of the termination. Fastlane Fitness Management will endeavour to act reasonably for all parties involved.

4. Member Conduct

4.1 Members must use all Fastlane Fitness premises and facilities, including equipment, properly and reasonably. Members may be held liable for any loss or damage caused by the member to Fastlane Fitness premises, facilities and equipment.

4.2 For hygiene and safety reasons, all members are required to wear suitable swimwear when in the swimming pool – no t-shirts, shorts, undergarments etc. Gym visitors must wear suitable shoes, carry a towel and gym equipment spray, and wipe down all equipment and benches after use.

4.3 Swim caps must be worn at all times in the swimming pool. Swimmers must shower off in the outside showers before entering the pool if sweaty, dirty, wearing excess lotion, or likely to affect pool water quality in any other way. All swimmers must read pool rules before use.

5. Disclaimer of Liability

5.1 By becoming a member of Fastlane Fitness, the member confirms that to the best of their knowledge they suffer from no physical, medical or mental condition which may be significantly aggravated by their proper and reasonable use of the premises or facilities.

5.2 Fastlane Fitness recommends members consult a doctor before beginning any fitness regime, schedule, class or program. Members agree by joining Fastlane Fitness that they do so strictly at their own risk. Fastlane Fitness will not be liable for any direct or indirect injury, loss or damage (including loss of or damage to the member's own property) that members sustain. By using Fastlane Fitness premises and facilities, members agree to release Fastlane Fitness and its employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with the member's use of Fastlane Fitness premises or facilities, including any injuries resulting therefrom. This clause applies except where Fastlane Fitness or its employees are found to have caused or contributed to the injury, loss or damage.

6. Facilities

6.1 Fastlane Fitness has the right to add or remove any equipment or service provided by Fastlane Fitness at their discretion and without notice to members.

6.2 Fastlane Fitness has the right to make alterations to and perform maintenance on the Fastlane Fitness premises. This may cause the partial or full closure of the facilities. Fastlane Fitness will give written notice of any closures via Fastlane Fitness' website at least two weeks in advance of such closure, except for in urgent or extreme circumstances. In such circumstances, Fastlane Fitness will endeavour to give as much notice to members as reasonably possible.