

## University of Canterbury Recreation Centre

### Terms of Use

1. You must comply with these terms of use to be allowed to use and/or continue to use the Recreation Centre. When you use the Recreation Centre you acknowledge that you have read and understand these terms of use and agree you will comply with them.
2. The University of Canterbury (“the University”) may at its sole discretion allow you to use the Recreation Centre upon receipt of payment of the appropriate fee(s). The University reserves the right to allow you to use and/or continue to use the Recreation Centre on any terms and conditions that it considers appropriate and/or refuse and/or revoke your use at any time at its sole discretion.
3. Services provided by the Recreation Centre:
  - a. You are entitled to make full use of the Recreation Centre’s facilities, including most classes, on a first come first served basis. The University does not guarantee all equipment will always be available at the Recreation Centre particularly at busy times.
  - b. Entry to the Recreation Centre does not entitle you to free entry to some classes, facilities and/or services advertised at the Recreation Centre in which special instruction is given including but not limited to spin and seminar classes, squash and climbing facilities, massage and sports hall hire services.
4. You must:
  - a. at all times maintain reasonable standards of conduct as determined by the University and, in particular, comply with any code(s) of conduct specified by the Recreation Centre that may apply from time to time. Any such specified code(s) of conduct will be displayed prominently throughout the Recreation Centre and may be amended from time to time by the University at its sole discretion. The University encourages an inclusive environment and invites you to provide constructive comments to it about any Recreation Centre code(s) of conduct. If you do not comply with these terms of use and/or code(s) of conduct the University may at its sole discretion require you to leave the Recreation Centre and/or terminate your membership (if applicable);
  - b. be at least 16 years of age unless alternative arrangements have been agreed with the University at the University’s sole discretion and prior to entry to the Recreation Centre;
  - c. declare and disclose every medical condition and physical injury and disability you have to a member of the Recreation Centre’s staff **before** you enter the Recreation Centre. If, as a result of your medical condition(s) and/or physical injury(s) and/or disability(s) it is necessary for the University to incur any cost(s) to ensure it is able to provide a safe environment for you or another member or visitor to use the Recreation Centre that cost shall be your responsibility and shall be paid in advance to, and in an amount to be determined by, the University at its sole discretion;
  - d. produce your membership card to reception to enter the Recreation Centre and, if requested, at any time while you are present on the Recreation Centre’s premises. If you cannot produce a current membership card you will only be permitted to enter the Recreation Centre upon making payment for each visit to the Recreation Centre at the casual visitors’ rate of \$11. This will be refunded to a member if the member shows their membership card to reception at the Recreation Centre within seven (7) days of their visit to the Recreation Centre for which they were charged. Recreation Centre staff will not search membership records if members fail to produce a current membership card when requested;
  - e. immediately notify the Recreation Centre if you lose your membership card;
  - f. pay the Recreation Centre \$15.00 (affiliate and community members) or the University \$30.00 (student and staff members) to replace any membership card for any reason within seven (7) days of such reason arising;
  - g. not allow and/or permit any other person to use your membership card. Use of a membership card by a person not identified on it shall result in immediate termination of membership of the member and user of the member’s card at the University’s sole discretion. If you use another persons membership card to obtain entry to the Recreation Centre you will be required to leave the Recreation Centre and may not be permitted entry in the future at the University’s sole discretion;
  - h. not enter the Recreation Centre illegally at any time, for example but without limitation by jumping the turnstiles;
  - i. not bring spectators to the Recreation Centre unless you have reached an alternative written agreement with the University at the University’s sole discretion and prior to entry to the Recreation Centre;
  - j. not use the services of any person at the Recreation Centre who is not authorised to be present at the Recreation Centre by the University. Without limitation this may include personal trainers who are not authorised to provide personal training services at the Recreation Centre. Use of any such person(s) by you will result in immediate termination of your membership (if applicable) and/or visit to the Recreation Centre unless you have reached an alternative written agreement with the University prior to entry.

5. You may be the subject of electronic surveillance while you are on the Recreation Centre's premises.
6. Termination and Transfer of Membership:
  - a. The University may at its sole discretion terminate the membership of any member if they breach any of these terms of use.
  - b. Members are not entitled to transfer memberships.
  - c. Members are only entitled to terminate or place memberships on hold in accordance with the terms and conditions of their membership. Please refer to your terms and conditions of membership for additional information about this.
  - d. The University shall not, at its sole discretion, refund any membership or entry fee(s) unless there is good reason.
7. The University shall not be liable for any direct and/or indirect and/or consequential loss, damage and/or personal injury that you may suffer subject to your rights pursuant to the Consumer Guarantees Act 1993. This may include but is not limited to any injury, loss and/or damage that is the result of or is contributed to in any way by any medical condition, physical injury and/or disability that you already have when you apply for membership and/or entry to the Recreation Centre whether or not you disclosed it (as required). Compensation for personal injury by accident in New Zealand is provided for by the Injury Prevention, Rehabilitation and Compensation Act 2001.
8. You indemnify the University for any loss, damage and/or personal injury that you may cause to be suffered by the University.
9. The Recreation Centre will be closed at the University's sole discretion on some public holidays and for a period(s) of time over the Christmas and New Year period.
10. If you would like to make a complaint you must submit it in writing and marked "FAO: Recreation Centre Manager" to reception at the Recreation Centre. Please ensure you provide your full name and contact details together with any such complaint.

### Recreation Centre Code of Conduct

1. People who use the Recreation Centre must comply with the terms and conditions of their membership (if applicable), the Recreation Centre's terms of use and this code of conduct at all times.
2. People who use the Recreation Centre must be considerate and respectful towards all Recreation Centre staff and other users of the Recreation Centre. All people who use the Recreation Centre must also:
  - a. wear appropriate attire at all times. In general, attire should be comfortable but allow users of the Recreation Centre to exercise safely. Shirts and footwear, covering both the toe and the heel of the foot, are to be worn at all times;
  - b. follow the instructions of Recreation Centre staff at all times;
  - c. have and use sweat towels at all times and as and when it is appropriate in all activity areas;
  - d. use all Recreation Centre equipment appropriately and cooperatively and wipe it down after using it. This includes hire equipment. If a person is unsure of how to use equipment or perform an exercise properly they must ask a staff member for assistance;
  - e. return all weights onto racks following use;
  - f. refrain from using foul and/or offensive language;
  - g. comply with the University's health and safety requirements as notified from time to time. As part of this obligation all people who use the Recreation Centre must comply with the Recreation Centre's evacuation policy in the event of an emergency;
  - h. comply with any additional rules and/or code(s) of conduct as may be notified from time to time in respect of certain areas of the Recreation Centre such as the squash courts and climbing wall.
3. People who use the Recreation Centre must not:
  - a. Record images in any part of the Recreation Centre;
  - b. tamper with or attempt to gain entry to any locker that is being used by another person at the Recreation Centre;
  - c. offer and/or provide and/or use the services of any person at the Recreation Centre who is not authorised to be present at the Recreation Centre by the University unless the person has reached an alternative written agreement in advance with the University;
  - d. do anything that is dangerous and/or inappropriate;
  - e. bring food and/or drink, except for drink contained in water bottles, into the Recreation Centre;
  - f. use mobile phones and/or personal stereos without headphone devices, while in activity areas.
4. People who use the Recreation Centre are expected to assist the Recreation Centre to promote a safe and positive exercise environment and use mature judgment in their presentation and participation in exercise at the Recreation Centre. Misconduct, inappropriate attire, inappropriate and/or misuse of equipment, destruction of property, harassment, foul and/or offensive language and/or a disrespectful attitude towards staff and/or other users of the Recreation Centre may result in a person being required to leave and/or their membership terminated (if applicable).
5. Spectators are not permitted to enter the Recreation Centre without prior written agreement of the University.
6. Lockers are available and may be used on a daily basis. The Recreation Centre does not provide any locking facility on lockers and any property stored in lockers is stored at the owner's own risk.