

These Club Rules and Regulations form part of each Member's Membership Agreement with Next Generation Clubs NZ Limited, trading as Next Generation Auckland Domain ("NGAD"). Membership is subject to and at all times conditional upon the Member abiding by the Club Rules and Regulations.

NGAD reserves the right to alter the Club Rules and Regulations at any time. Alterations will be posted on the Club noticeboard, which will constitute due notice of all such changes. Any decision relating to a dispute or difference which may arise with regard to the interpretation of the Club Rules and Regulations shall be made by NGAD and will be final and binding. In the event that a Member does not understand any of the Club Rules and Regulations, he or she should ask for clarification from the Duty Manager or Club General Manager.

## 1. Membership

**1.1** A Member's level and category of membership determines which facilities at the Club he or she is entitled to use and also determines any restrictions on the use of facilities that the Member has to comply with. NGAD reserves the right to close any membership level and category. In the event that a category of Membership is deemed full by the Club, NGAD reserves the right to refuse to accept further Memberships to such categories at its discretion and, in the event that the Membership is accepted, to charge applicants a further fee above the Subscription charged for Membership of such a category.

**1.2** Membership of the Club cannot be assigned, transferred or otherwise disposed of.

**1.3** Any application for Membership by a person under 18 years old, must be signed by a parent or guardian, who will, at all times, be responsible for the Member's behaviour and actions while the Member is at the Club or using the facilities. The parent or guardian undertakes to pay to NGAD any amounts that are due to NGAD arising from the Member's Membership of the Club and his or her use of the facilities.

### 1.4 Membership Levels

#### 1.41 Premium Full Membership

The Member may use all the facilities at the Club, subject to payment of the current tariff charges. Specific Premium benefits and facilities may be amended from time to time, with a description of the current Premium benefits and facilities available from the Club reception. Members must be 18 years of age and over.

#### 1.42 Premium Standard Membership

The Member may use all the facilities at the Club, excluding racquet sports facilities, subject to payment of the current tariff charges. Specific Premium benefits and facilities may be amended from time to time, with a description of the current Premium benefits and facilities available from the Club reception. Members must be 18 years of age and over.

#### 1.43 Full Membership

The Member may use all the facilities at the Club, excluding those exclusively reserved for Premium membership, subject to payment of the current tariff charges.

#### 1.44 Standard Membership

The Member may use all the Club's facilities, excluding those exclusively reserved for Premium membership and racquet sports facilities, subject to the payment of current tariff charges.

### 1.5. Membership Categories

Within the membership levels there are different membership categories, available to people who meet the relevant eligibility requirements which will be at NGAD's sole discretion. NGAD shall be entitled, at its absolute discretion and at any time, to request evidence of an applicant's or a Member's status and entitlement to a particular category of Membership. NGAD may require applicants for membership, or Members who are applying to change their category of membership, to provide appropriate evidence satisfactory to NGAD of age, status and other personal details. Some categories of membership contain restrictions on a Member's use of facilities at the Club.

#### 1.51 Individual Membership

Individual adult aged 18 years of age and over.

#### 1.52 Couple Membership

A couple living together in a married or de-facto relationship, one or both aged 18 years of age or older.

#### 1.53 Classic Membership

Individual adult aged 65 years of age and over.

#### 1.54 Off-Peak Membership

Individual adult aged 18 years of age and over, allowing Club access Monday to Friday from 8.00am to 4.00pm

#### 1.55 Student Membership

Individual full-time student adult aged 18 to 23 years of age inclusive.

#### 1.56 Collegiate Membership

Individual membership for children aged 14 to 17 years of age inclusive.

#### 1.57 Child Membership (14-17)

Family membership for children aged 14 to 17 years of age inclusive and available for children of a parent/legal guardian also joining under an eligible category.

#### 1.58 Child Membership (6-13)

Family membership for children aged 6 to 13 years of age inclusive and available for children of a parent/legal guardian also joining under an eligible category.

#### 1.59 Child Membership (0-5)

Family membership for children aged 5 years of age and under and available for children of a parent/legal guardian also joining under an eligible category.

#### 1.60 Corporate Membership

A minimum of ten nominated individuals from the same employer.

#### 1.64 Foundation Membership

A membership covered under the Heads of Agreement between NGAD and Tennis Auckland.

## 2. Children (0-17 years)

**2.1** Children aged 13 years of age and under must be supervised at all times by an adult whilst at the Club unless the child is attending an organised Club activity. Children aged 13 years of age and under are not permitted to use the aqua facilities unless directly supervised by an adult. Children aged 13 years of age and under may not use the gym facilities (unless the child is attending an organised Club activity).

**2.2** A Member is responsible for behaviour and actions of his/her children at all times while they are at the Club. NGAD is entitled to suspend or terminate a Member's membership in the event of a breach of the Membership Agreement and Club Rules and Regulations by a child or that of a Member responsible for supervising that child.

**2.3** Children who have reached six years of age must use the changing rooms designated for their own gender (or a family changing room, if available).

**2.4** Once children have reached an age where they are no longer eligible for their current category of membership, their membership will automatically be amended to an eligible category at NGAD's election.

## 3. Guests

**3.1** Members are responsible for ensuring that their guests are aware of, and adhere to these Club Rules and Regulations. In the event of a guest failing to comply with the Club Rules and Regulations, or in the event of any unacceptable behaviour by a guest, NGAD may eject the guest and may also suspend or terminate the relevant Member's membership.

**3.2** Only Members over 18 years may sign in guests. A Member's guest must be signed in by that Member at the Club reception using a guest registration form and the applicable guest fee and any appropriate tariff charges paid immediately upon entering the Club. The Member must accompany his or her guests at all times.

**3.3** Members' guests and all persons using the facilities must complete a Physical Activity Readiness Questionnaire (PARQ) upon entering the Club. In registering a guest into the Club, the Member warrants and represents that the guest is, so far as the Member is aware, in a physical condition suitable for the type of exercise or activity in which the guest engages at the Club.

**3.4** Social guests may only use the café, bar and lounge facilities. NGAD reserves the right to refuse admission at its discretion on suspicion of guests entering the Club to access other facilities. Social guests found to be using other Club facilities will be charged the casual day fee rate.

**3.5** A Member may bring the same guest to the Club no more than six times in any one calendar year.

**3.6** Visiting guests involved in official tournaments and programmes must abide by these Club Rules and Regulations.

**3.8** Any Member who brings any person into the Club on an unauthorised basis will be in breach of their Membership Agreement.

**3.9** Any serious breach of this Rule 3 may result in suspension or cancellation of membership.

#### **4. Charges**

**4.1** Use of facilities and participation in programmes at the Club is subject to the payment of current tariff charges.

**4.2** Use of certain facilities at the Club is subject to payment of the tariff charges from time to time in effect. These charges may attract an additional tariff to the Subscription. Details of any such charges are available from the Club reception.

**4.3** A list of current tariff charges is available from the Club reception and may be amended from time to time by NGAD at its absolute discretion.

**4.4** For purposes of the tariff charges, public holidays are regarded as peak time.

**4.5** NGAD reserves the right to refuse payment of any sum by cheque.

#### **5. Club Facilities**

##### **5.1 General**

Subject to the facilities available, a Member is entitled to use the facilities available under the relevant Category of Membership. NGAD reserves the right to add, change or provide suitable alternative facilities from time to time and may also at any time withdraw all or any part of such facilities for any period(s) where the same are required for tournaments, exhibitions or other activities or in connection with any repair, alteration or maintenance work. NGAD reserves the right to amend the availability and/or operation of each of the Club facilities at its discretion. During and around the annual ATP Tour and WTA Tour tennis tournaments the Club's car parking, tennis courts, lounge and changing room facilities will be restricted. Membership does not provide access or viewing to events being held on centre court or the outer tennis courts.

##### **5.2 Operating Hours**

The opening and closing times for the facilities at the Club shall be determined by NGAD and may be varied from time to time at NGAD's discretion. These times will be displayed at the Club. Without prejudice to clause 5.1, NGAD reserves the right to adjust the opening hours of the Club and pre-book courts for tournaments, exhibitions and other activities.

##### **5.3 Café and Bar**

**5.31** Food and beverage consumed within the Club is to be purchased from the Club only (excluding baby food and special dietary requirements). Food and beverage is to be consumed only within appropriate areas of the Club.

**5.32** All Members and guests must adhere to the relevant liquor licensing legislation.

##### **5.4 Gymnasium**

**5.41** All Members must make an appointment with a NGAD Health & Fitness Instructor in order to be led through a gym equipment induction, prior to initial use of the gym equipment.

**5.42** Personal Training sessions can only be carried out by employees of NGAD.

##### **5.5 Group Exercise Classes**

**5.51** Bookings by Members may be made up to eight days in advance (e.g. a court booking can be made on a Monday for the following Monday). Bookings by Premium Members may be made up to ten days in advance (e.g. a court booking can be made on a Monday for the following Wednesday).

**5.52** Members may attend group exercise classes without making a booking, however priority for all classes will be given to members who have made a booking for that class.

**5.53** Bookings for group exercise classes is subject to the Group Exercise Bookings Rules and Guidelines for Members and is available from reception or the company website.

##### **5.6 Aqua**

**5.61** All Members and guests must at all times comply strictly with the notices posted in the aqua areas and with all verbal directions or instructions given by NGAD staff. ANY FAILURE TO DO SO IS SERIOUS MISCONDUCT AND WILL CONSTITUTE A SERIOUS BREACH OF THESE RULES AND REGULATIONS.

**5.62** Members and their guests use the swimming pool at their own risk. Children aged 13 years of age and under are not permitted to use the wet areas unless directly supervised by an adult.

**5.63** For health and hygiene reasons, it is necessary for all Members and their guests to shower before entering the pool. Showers are provided for this purpose in the changing rooms and pool areas.

**5.64** Radios, lilos, snorkels and anything which NGAD in its absolute discretion considers to be detrimental to the use of the pool are not permitted.

##### **5.7 Racquet Sports**

**5.71** Bookings by Members may be made up to eight days in advance (e.g. a court booking can be made on a Monday for the following Monday). Bookings by Premium Members may be made up to ten days in advance (e.g. a court booking can be made on a Monday for the following Wednesday).

**5.72** NGAD reserves the right to restrict Members to advanced bookings for up to one hour per day per Member.

**5.73** All Members and guests must at all times comply strictly with the notices posted in the racquet sports areas

**5.74** NGAD reserves the right to pre-book courts for tournaments, exhibitions and other activities.

**5.75** Court bookings cancelled 24 hours or more prior to the booking will incur no charge; cancellation with less than 24 hours' notice may attract a cancellation charge.

**5.76** If a Member fails to attend a court within 15 minutes of the booked period, NGAD reserves the right to allocate the court to another Member.

**5.77** Members must vacate the courts promptly at the end of their booked period of time.

##### **5.8 Crèche**

**5.81** Where a crèche facility is available, children aged from three months to five years may be booked in, subject to availability and relevant licensing legislation.

**5.82** At least one parent or guardian must remain on the Club's premises at all times whilst his/her child is in the crèche. Nappies, food, drink and toiletries must be provided by the parent.

##### **5.9 Car Park**

**5.91** The car park is for Members only and a fee may be charged for access, details of which are available from the Club reception. Premium members may access the car park free of charge for up to two hours per visit. There is no guarantee a car parking space will be available at all times and parking is not included as an entitlement of membership.

**5.92** Members must park only in the designated parking spaces in the Club's car park. Vehicles parked outside a specific space or inappropriately parked may be clamped and a removal fee may be charged.

**5.93** NGAD IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS OR COST (HOWEVER CAUSED) TO A MEMBER'S VEHICLE AT THE CLUB. EACH MEMBER RELEASES NGAD FROM AND INDEMNIFIES NGAD AGAINST ANY DEATH, INJURY, DAMAGE, LOSS OR COST ARISING IN CONNECTION WITH HIS OR HER USE OF THE CLUB'S CAR PARK.

**5.94** Members must remain on the premises of NGAD while occupying a car park space in NGAD's car park. Any Member who parks a car in the car park whilst not on the premises of NGAD, may have his or her membership suspended or cancelled.

##### **5.10. Lockers**

**5.10.1** Members and guests are advised to store valuables and other personal belongings in the lockers provided

**5.10.2** Membership fees do not cover the cost of permanent lockers. Lockers may be used on a daily basis only. If a key is lost, the Member responsible may be liable to pay a fee to NGAD to cover the cost of a new lock and key.

**5.10.3** NGAD reserves the right to remove the contents from any locker used overnight which has not been paid for. NGAD will not be responsible for contents removed from the locker.

#### **6. Conduct**

**6.1** Members are at all times fully responsible for all persons admitted to the Club under their membership.

**6.2** NGAD has the right to prevent entry into the Club by anyone whose behaviour or appearance is deemed to be unsuitable at NGAD's sole discretion, or where NGAD has reasonable grounds to believe that entry into the Club may endanger the safety of other Members or the welfare, harmony or good reputation of the Club.

**6.3** NGAD reserves the right to deny future entry or membership to the Club to individuals who previously have been in breach of Rule 6.2 above.

**6.4** Members and all persons must show consideration for one another. For example, profane or abusive language and the threat or use of violence will not be tolerated.

**6.5** Members and all persons must obey notices and signs on display in the Club. It is the Member's responsibility to read any information on the Club noticeboards and ensure guests and any child Members for whom they are responsible read any notices and signs whilst at the Club.

**6.6** Members and all persons using the facilities must use the Club facilities fully in accordance with the notices and instructions for use. This includes all equipment and installations. Any serious misuse or abuse of the Club's facilities will be a breach of these Club Rules and Regulations.

- 6.7** Members and all persons must familiarise themselves with all Health and Safety notices in the Club and must at all times respect the Health and Safety rules and all other safety directives/instructions posted in the Club and/or given verbally by NGAD staff or representatives. Any breach of these rules by any person giving rise to any risk of harm or injury to any person, or risk of damage to property will constitute a serious breach of conduct for which NGAD may take whatever action it deems appropriate.
- 6.8** Members and all persons must wear a form of dress appropriate to the time of day and place on all occasions and must wear footwear at all times in all areas, excluding the wet area of the Club. It is entirely within NGAD's sole judgement to decide what is an appropriate form of dress.
- 6.9** In the interests of safety and hygiene, no crockery or glasses are allowed in the changing rooms, gym, racquets or wet areas.
- 6.10** Pets (with the exception of guide dogs) are not permitted in the Club.
- 6.11** Smoking is not permitted anywhere within the club (including all internal and external areas).
- 6.12** The use of cameras and mobile phones containing cameras are not permitted within the change facilities. The use of cameras for personal use is permitted in other areas of the Club, provided the privacy and consideration of other Members and guests is maintained. Photography or filming for commercial purposes is not permitted within the Club without the prior written permission of NGAD.

## 7. Suspension and Cancellation of Membership

- 7.1** NGAD reserves the right, at its sole discretion, to suspend or cancel the membership of any Member with immediate effect in the event that the Member or any of the Member's guests commit a serious breach or repeated breach of the Club Rules and Regulations. What constitutes a serious breach shall be at NGAD's sole determination and includes but is not limited to:
- 7.1.1** The Member or his or her guests fail to obey notices and signs in the Club, including those relating to health and safety;
- 7.1.2** The Member's conduct is deemed by NGAD to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members;
- 7.1.3** The Member is shown to have provided NGAD with false or misleading information for the purposes of gaining Membership for him or her or for any other person;
- 7.1.4** Any amounts due and owed to NGAD by the Member have not been paid;
- 7.1.5** The Member is shown to have given his or her membership card to another person to be used at the Club;
- 7.1.6** The Member cannot provide evidence of his or her status or entitlement to a particular Category of Membership.
- 7.2** NGAD reserves the right, at its sole discretion and at any time, to cancel or suspend the Membership of any Member in the event that NGAD has reasonable grounds to believe that the Member's physical and/or medical condition is not up to the standards required by NGAD and that the continuance of the Membership would be detrimental to that Member's health.
- 7.3** NGAD has the right to prevent entry into the Club by any Member or former Member whose membership has been suspended or cancelled.
- 7.4** Should a request for suspension of Membership be approved, a monthly fee if paying by annual lump sum or fortnightly fee if paying by fortnightly instalments is payable per Member during the suspension period. Details of current suspension fees are available from Club reception and on the website. For Members paying their subscription by fortnightly instalments; the suspension fee will be paid in lieu of the regular direct debit subscription and for Members paying their subscription by annual lump sum; this fee is payable in advance of the suspension period.

## 8. Liability

- 8.1** Other than liability that cannot be excluded at law, NGAD will not be liable for any direct, indirect or consequential loss (including, without limitation, loss of profits, opportunity or savings), damage or injury of any kind to members, guests or their property, incurred while utilising a membership, the Club or its facilities, other than as a result of gross negligence of NGAD, its staff or agencies. This provision does not affect rights a member may have under the Consumer Guarantees Act 1993.
- 8.2** Property stored in lockers provided at the Club is stored at the Member's risk and no liability will be accepted by NGAD. Vehicles and bicycles parked at the Club or elsewhere at the Club, and all contents within, are left on the Club's premises at the Member's risk and NGAD will accept no liability whatsoever in respect of any loss or damage (however caused).
- 8.3** Any Member who (or whose child, guest or visitor) suffers an accident or injury on the Club premises must report the accident or injury and the circumstances under which it occurred, to the Duty Manager immediately following the accident or injury.

## 9 Physical Activity

- 9.1** ALL MEMBERS MUST COMPLETE A PHYSICAL ACTIVITY READINESS QUESTIONNAIRE ("PARQ") AT THE TIME OF JOINING. A PARENT/GUARDIAN MUST COMPLETE A PARQ FOR MINORS.
- 9.2** Each Member is responsible for monitoring his or her own physical condition and physical activity undertaken at the Club. Should any unusual symptoms or discomfort occur, the Member must immediately:
- (a) stop the activity and,
- (b) inform a NGAD Health & Fitness Instructor or any other member of staff at the Club.
- 9.3** Any specific exercise programme given to a Member will be based on the information given by the Member in reply to a PARQ supplied at the time of the joining and any supplementary information provided. THE MEMBER MUST IMMEDIATELY INFORM NGAD OF ANY CHANGES AND COMPLETE A NEW PARQ.
- 9.4** As NGAD Health & Fitness Instructors are not medically qualified, they rely on information provided by Members. Members must therefore disclose to NGAD Health & Fitness Instructors all information concerning their physical and medical conditions which is required by NGAD and by doing so, Members are warranting to NGAD the accuracy of the information given. In certain circumstances, a NGAD Health & Fitness Instructor may require additional medical information from a Member's doctor in order that an exercise programme can be prescribed. A Member must obtain such further medical information if advised to do so (this will be at the Member's own expense) and may not use the Club facilities until such medical information is supplied to NGAD and NGAD is satisfied with the doctor's recommendation.
- 9.5** ALL INFORMATION GIVEN BY MEMBERS TO NGAD IN RELATION TO THE MEMBER'S PHYSICAL AND/OR MEDICAL CONDITION, BOTH AS PART OF THE ASSESSMENT AND/OR OTHERWISE, IS WARRANTED BY THE MEMBER AS BEING ACCURATE AND COMPLETE AND THE MEMBER FULLY ACKNOWLEDGES AND UNDERSTANDS THAT NGAD WILL BE RELYING ON THIS INFORMATION IN CARRYING OUT THE ASSESSMENT AND ALLOWING THE USE OF FACILITIES.
- 9.6** IT IS THE MEMBER'S SOLE RESPONSIBILITY TO BRING TO THE ATTENTION OF NGAD ANY MEDICAL CONDITION THAT MAY PRESENT A RISK TO THE MEMBER AND/OR TO A MEMBER'S GUEST IN ENGAGING IN ANY PARTICULAR ACTIVITY. MEMBERS MUST IMMEDIATELY NOTIFY NGAD OF ANY CHANGED MEDICAL CONDITIONS IN ACCORDANCE WITH THE CLUB RULES AND REGULATIONS.

## 10 Lost Property

- 10.1** Any lost property found must be immediately handed to the Club reception. Lost property items will be held for a period of four weeks only before being given to charity. NGAD is not liable for any damage or loss to lost property items.

## 11 Telephone calls

- 11.1** For quality control purposes, NGAD reserves the right to record calls between NGAD staff and a Member or guest of the Club.

## 12 Membership Cards

- 12.1** Each Member will be issued with a membership card which must be used each time a Member enters the Club or uses the facilities. Membership cards must not be used by another person. If a Member's membership card is given to any other person, that Member's membership may at NGAD discretion be suspended or terminated. NGAD reserves the right to charge a fee for the replacement of a lost membership card.

## 13 Collection of Information

- 13.1** NGAD and its associated or subsidiary companies collect personal and limited sensitive information to promote and sell products and services and to limit the risk of threat to life and health of individuals utilising Club facilities or involved in the operation of the Club. Representatives of the Club collect information from the individual wherever possible (except in the case of minors) for the purpose of marketing and fulfilling our contractual obligations to Members and clients and to administer the sale or complete the application process. Members' personal information is usually handled by employees of NGAD, independent contractors, contracted marketing companies, or related/affiliated groups. Under existing privacy legislation, Members are entitled to access personal information held by NGAD.