



Wellington North
Badminton

Taylor Park, 24 Tawa Street
PO Box 51154, Tawa
Wellington 5249
www.wnba.org.nz

Wellington North Badminton Stadium

Stadium Pass Terms & Conditions

Last Review

- 12/3/22

Complaints Procedure

If you have any complaints or comments, please email complaints@wnba.org.nz

The complaint will be handled by the Board of Wellington North Badminton.

Policies, terms & conditions and/or rules will be reviewed and updated from time to time and posted on our website.

These terms and conditions form a legally binding contract between you and the Wellington North Badminton Association Incorporated trading as Wellington North Badminton. Please read them carefully before confirming your subscription purchase.

Annual Stadium Pass

This is a fixed-term subscription, **payable in advance**. The subscription will continue for a fixed term of 12 months from the date of purchase unless you cancel your subscription in accordance with this agreement. An Annual Stadium Pass holder will also be treated as a member in accordance with the Wellington North Badminton Association Rules.

Monthly Stadium Pass

This is a monthly subscription with a minimum term of 28 days, **payable in advance**. The subscription will continue, and you must pay subscription fees until you cancel your subscription in accordance with this Agreement. A Monthly Stadium Pass holder will **NOT** be treated as a member (in accordance with the Wellington North Badminton Association Rules) until they have held a Monthly Stadium Pass for at least 7 months or more in a 12-month period.

Commonly used terms

Agreement means your agreement with Wellington North Badminton Association, consisting of your executed registration form, these conditions of subscription and any other forms, policies and/or rules of the Association.

Association, us, our and we means Wellington North Badminton Association and its stadium and any other third-party facilities.

CPI means the Consumer Price Index (All Groups) as published by Statistics New Zealand (or any equivalent index in the event the Consumer Price Index (All Groups) ceases to exist).

Cancellation fee has the meaning given to it in clause 3 of this agreement.

Subscriber, you and your means the person named on your subscription registration.

Subscription Fees means the fees specified in your subscription registration and includes GST, if any.

Minimum Term means the minimum length of time you have committed to, being a subscriber in your subscription registration.

Stadium means the Wellington North Badminton Stadium located at Taylor Park, 24 Tawa Street, Tawa, Wellington 5028.

Payment Cycle means the frequency of payment of Subscription Fees as specified on your subscription registration.

General Terms & Conditions

1. Communicating with each other

- 1.1. It is important to keep each other up to date.
- 1.2. When we need to give you notice of something about this Agreement or communicate with you about the Agreement, we will email you at the address you have provided. We may also write to the address you have provided.
- 1.3. When you need to give us written notice of something about this Agreement, make a request in writing, or cancel your subscription, you can email us at office@wnba.org.nz. Please include your name and other identifying information and a brief description of what you want to do. Alternatively, you can talk to our staff at the office, who can help. They may need you to fill out a form, depending on what you are doing. If in doubt, please feel free to ask us.
- 1.4. Please also check our notice board and website for information and updates about stadium etiquette, programmes, etc.

2. Cancelling your subscription

- 2.1. You may cancel your subscription. To do this you must give us 14 days written notice, pay your subscription fees to the end of that notice period, and (if applicable) pay a cancellation fee (see clauses 6 and 7 below).

3. Cancellation fees

- 3.1. If you cancel your subscription, you will be entitled to a refund of fees for the remainder of your fixed term (minimum term), less any cancellation fee that is payable.
- 3.2. A cancellation fee is payable unless you cancel:
 - 3.2.1. under clause 11 due to changes in our subscription terms; or
 - 3.2.2. due to serious illness or serious injury as evidenced by a medical certificate. The cancellation fee is the lesser of:
 - 3.2.2.1. the subscription fees payable for the remainder of your fixed or minimum term; or
 - 3.2.2.2. \$150.

4. Paying fees

- 4.1. You must pay your subscription fee, and any other fees payable, before your subscription takes effect.

5. Your subscription

- 5.1. Providing you comply with this Agreement, we will give you all rights and privileges of your subscription.
- 5.2. You must act lawfully at all times when you are at Wellington North Badminton facilities. You must also comply with our policies and guidelines and reasonable requirements, including in relation to safety, hygiene, footwear, and behaviours.
- 5.3. You must check in at the kiosk upon entry to the Wellington North Badminton stadium.
- 5.4. If you are under 16 years of age, you must comply with our youth policy, available at the office and on our website.

6. Your subscription is for personal use only

- 6.1. Our facilities and your subscription are for your personal use only. You must not allow anyone else to use your subscription or access tag or PIN.
- 6.2. You may have guests accompany you to use our facilities, however, you will be subject to casual court hire charges.
- 6.3. You must not provide badminton and/or fitness training (to players/members or otherwise), or carry on any business, within the Stadium unless you are an accredited coach with the Association.

7. When we can cancel your subscription

- 7.1. We may cancel your subscription if:
 - 7.1.1. you fail to make any payments of your subscription fees.
 - 7.1.2. we consider (in our reasonable opinion) you are engaging in inappropriate or illegal activity in our facilities.
 - 7.1.3. you fail to follow any of the policies, rules, or directions.
 - 7.1.4. you breach any part of this Agreement, we advise you of that breach, and you do not fix the breach promptly (if it is capable of being fixed) and/or
 - 7.1.5. your conduct is in our reasonable opinion improper or harmful to us or our members. We would not exercise this right for a minor breach unless it is repeated, and you have not stopped when asked. We will usually carry out a reasonable consultation process for cancellation as above, including firstly advising you in writing (by email) of the intention and giving you a reasonable opportunity to remedy the situation. However, for safety reasons, if we consider it necessary for the health, safety or welfare of our staff and/or other members, we may cancel your subscription immediately without consultation or exclude you until we have completed the consultation process. We will notify you of any such cancellation or exclusion.

8. Putting your subscription on hold

- 8.1. You can apply to put your subscription on hold, providing you have more than one month remaining on your Fixed Term at the beginning of the on-hold period.
- 8.2. On-hold requests must include your name, the period during which the request applies, and a brief reason for the request.
 - 8.2.1. There is no fee for an on-hold request.
 - 8.2.2. Subscription can be put on hold for a minimum period of 14 days. We will consider more than one request in each year providing they don't exceed 60 days in total in any 12-month period.
 - 8.2.3. The number of days of the on-hold period will be added to the Fixed Term.
 - 8.2.4. You will not pay any subscription fees for the on-hold period.
 - 8.2.5. We will not unreasonably decline any on-hold request.

9. Transferring your subscription to another person

- 9.1. You may apply to transfer your subscription to another person, providing you have more than one month remaining on your subscription, by sending a "transfer request" to us including your name (the transferer), the name of the person the subscription is transferred to (the Recipient) and a brief reason for the request.

- 9.1.1. If your transfer request is accepted there is a \$50 transfer fee to process the change.
- 9.1.2. Before the transfer can be processed the Recipient must complete a new subscription registration and sign the current subscription agreement.
- 9.1.3. The terms of your subscription (including any changes made up to that date) will be transferred to the Recipient. However, if your contract is a reduced rate subscription and the Recipient is not personally eligible for that reduced rate, they will need to pay the current subscription rate.
- 9.1.4. It may take up to 14 days to process the transfer to the new member.
- 9.1.5. We will not unreasonably decline any transfer request.

10. Accessing and updating your information

- 10.1. The information you provide to us must be true and correct. You must tell us immediately of any changes relevant to your subscription (including but not limited to changes to your health).
- 10.2. You have rights under the Privacy Act to access your personal information held by us and to request the correction of such personal information. Please see our privacy policy available on our website for more details.

11. Changes

- 11.1. Your Subscription Fees may change from time to time during the Term to include:
 - 11.1.1. An annual CPI increase (of an amount equal to the increase in CPI during the most recent 12-month period for which figures are published and available), such increase shall take effect on 1 January each year during the term of your subscription, and
 - 11.1.2. Any increases required to reflect changes in the law, including any change in the taxes applicable to your Subscription Fees (for example, a change in GST rate)
- 11.2. Subject to clause 5, we may change these terms and conditions or our programmes and facilities from time to time. We will tell you about any significant changes by email and via our website and office. If you can show that the change significantly alters, to your detriment, what you signed up for, you can cancel your subscription providing you do so within 14 days of us giving notice and you provide an explanation of your reason. Clause 3 will apply.

12. Liability and indemnity

- 12.1. We are not responsible for any loss or damage to your property unless caused by us, our staff, or our contractors. You should not take any valuables into our facilities.
- 12.2. You understand the possibility of injury or other dangers connected with any form of physical activity
- 12.3. Without limiting 12.2 above, neither we (nor any of our employees, contractors, agents, or representatives) will be responsible for any damage caused by your failure to follow any rules or reasonable directions given in relation to the use of our facilities
- 12.4. To the extent we do become liable to you in connection with this agreement or your use of our facilities, our liability to you shall be limited to an amount equal to your Subscription Fees for a 12-month period (in total in respect of all claims).

- 12.5. If you cause damage to our facilities beyond normal wear and tear, you are liable to us for all repair or replacement costs, and other direct losses arising from such damage.
- 12.6. You must ensure that you use our facilities, equipment, and services safely and within your capabilities.
- 12.7. You have statutory rights in relation to the service we provide to you. Those rights include service guarantees under the Consumer Guarantees Act that:
 - 12.7.1. we will use reasonable care and skill to provide the services to you; and
 - 12.7.2. the services will be fit for a particular purpose if you have told us about that particular purpose, and we have agreed to provide the services for that particular purpose. Other than the service guarantees above, we make no additional guarantees, warranties, or representations (either express or implied) as to your experience at our facilities or results to be achieved from your subscription or use of our facilities, its equipment, and services, including but not limited to the use of personal trainers.
- 12.8. Neither of us will be liable for delay nor failure in the performance of any of the obligations imposed by this Agreement if it is beyond our reasonable control.
- 12.9. If we waive our rights in relation to one part of this Agreement, that does not mean we have waived them in relation to any other part of this Agreement.
- 12.10. If this Agreement ends for any reason, that will not affect rights and obligations intended to survive termination (such as our right to recover the outstanding money owed by you).
- 12.11. If any part of this Agreement is or becomes unenforceable, illegal, or invalid for any reason, that part is deemed to be varied to the extent necessary to remedy that issue, and the remainder of this Agreement continues to be binding. If a variation is not possible, the part will be removed from this Agreement without affecting any other part of this Agreement.
- 12.12. This agreement is exclusive to you. The Association shall be entitled to assign this agreement, in circumstances where the Association is restructured, or being dissolved. If an assignment by us has a material negative effect on your subscription rights, a notice of the assignment may be treated as an amendment and clause 11 will apply.
- 12.13. This agreement shall be interpreted and enforced pursuant to the laws of New Zealand.
- 12.14. If a dispute arises between the parties under or in connection with this agreement, the parties must follow the dispute resolution process set out below:
 - 12.14.1. The parties will use their best endeavours to promptly resolve any dispute or difference between them by way of good faith negotiations.
 - 12.14.2. If the dispute is not resolved by negotiation within 14 days of either party notifying the other of the dispute (or such longer period agreed by the parties), either
 - 12.14.3. party may require the other to submit to mediation with the assistance of a qualified mediator.
 - 12.14.4. If the dispute is not resolved by way of negotiation or mediation within 21 days of notification of the dispute, either party may take steps to seek relief before an appropriate court.
- 12.15. The failure of a party to enforce any provision of this agreement shall not be treated as a waiver of that provision, nor shall it affect that party's future right to enforce that provision.
- 12.16. If any provision of this agreement is or becomes unenforceable, illegal, or invalid for any reason it shall be deemed to be severed from this agreement without

affecting the validity of the remainder of the agreement and shall not affect the enforceability, legality, or application of any other provision of this agreement.

- 12.17. For the purposes of part 2 subpart 1 (contractual privity) of the Contract and Commercial Law Act 2017, the parties acknowledge that the terms and provisions of this agreement confer a benefit on and shall be enforceable by, the Association, and each of our employees, contractors, agent, and representatives as if such persons or entities were a party to this agreement.