



Bay Skate provides an option of a 12-month membership (Membership) and upon becoming a member of Bay Skate (Member), you agree to abide by the following membership terms and conditions.

## 1. Membership Registration/sign up

- 1.1 By registering you are becoming a member of Bay Skate and accept these terms and conditions.
- 1.2 To register to become a Bay Skate member, you must provide the information requested. Personal information provided at the time of registration is presumed to be correct.
- 1.3 It is the member's responsibility to update personal information when necessary.
- 1.4 Payment is to be made in full at the time of registration.

## 2. Membership

- 2.1 Membership is valid for 12 months from date of purchase.
- 2.2 Memberships cannot be put on hold.
- 2.3 A Membership card will be provided as part of your membership
- 2.4 The Membership card needs to be shown at reception upon entry to Bay Skate.
- 2.5 The Membership is non-transferable and non-refundable.
- 2.6 There can only be one Member/cardholder per Membership.
- 2.7 Members under the age of 12 must be accompanied by an adult or guardian at all times.
- 2.8 If a Membership card is lost, the Member will incur a replacement fee of \$5 for each new card.
- 2.9 A Membership can be renewed upon or prior to the previous year's Membership expiring.
- 2.10 If you renew your Membership prior to the expiry of the previous 12-month term, then the new term will run from the expiry of the previous term.
- 2.11 Membership is only valid during opening hours of the facility.
- 2.12 If you do not renew your Membership all Membership benefits will automatically default back to standard user entitlements after the expiry date.

## 3. Membership benefits

- 3.1 A \$4 entry fee (reduced from \$6) for the period of the membership.
- 3.2 Exclusive discounts and promotions for selected retail items offered at various times at the discretion of Bay Skate. Refer to the Bay Skate website for updates and current discounts/promotions.
- 3.3 The Membership card must be sighted to receive the above discount.

## 4. Rules of the Bay Skate Facility

- 4.1 Helmets to be worn in designated areas.
- 4.2 Be aware of other users around you.
- 4.3 Listen to all staff.
- 4.4 Do not litter and put all rubbish in bins.
- 4.5 No running, climbing or leaving equipment on the ramps.
- 4.6 No playing or running in the gardens.
- 4.7 Do not touch, take or play with other user's equipment and belongings without permission.
- 4.8 No food or drink on the skating areas.



- 4.9 Do not go behind coned off areas and past restricted access areas.
- 4.10 Do not play with cones and barriers.
- 4.11 If any conflict arises, please advise staff immediately.
- 4.12 You must wear your wristband at all times while using the facility. If it falls off then advise a staff member and get another one. If you take your wristband off deliberately, you will be asked to leave or pay entry again.
- 4.13 Alert staff to all injuries to yourself or other users.
- 4.14 No alcohol, smoking, vaping or drugs.

## 5. Behaviour

- 5.1 It is expected that all customers are respectful towards other users, staff, neighbours and the public at all times (including arriving and leaving the facility).
- 5.2 The following behaviours will not be tolerated and if the member/user is caught displaying the following you will be asked to leave the facility and we are not be obligated to provide a refund:
  - Bad language.
  - Offensive, threatening, inappropriate or dangerous or illegal activity.
  - Violence or threats of violence.
  - Bullying including cyber bullying of other users of the facility and staff.
  - Theft or damage to others property or Bay Skate property.
  - Being intoxicated or under the influence of drugs and alcohol at the facility or bringing drugs or alcohol into the facility.
  - Smoking or vaping inside the facility or within 10m of an entranceway.
  - Entering the facility outside of hours.
- 5.3 Bay Skates decision as to what constitutes offensive, threatening, inappropriate or dangerous activity will be final and binding.

## 6. Suspension/Cancellation of membership

- 6.1 Bay Skate at any time by notice in writing to the Member's last known address or by email or text, immediately suspend the Membership and the Member is excluded from Bay Skate for a period of time that Bay Skate considers reasonable, if the Member breaches the rules.
- 6.2 If such behaviour warrants cancellation, then Bay Skate can cancel the Members Membership.
- 6.3 During a period of suspension or cancellation the Member will not be reimbursed for any period of the Membership period missed due to a suspension or any refund for cancellation.

## 7. Hours

- 7.1 Our hours of operation are located on our website. These hours are subject to change.
- 7.2 Bay Skate may close for statutory holidays, special events, maintenance work or other holidays.
- 7.3 You are not entitled to any fee refunds for such closures.
- 7.4 Refer to the Bay Skate website or social media pages for updates of closures.

## 8. Bay Skate Equipment Hire



- 8.1 If damage occurs to the hire, equipment due to rider user negligence the renter will be held responsible for any repairs or replacement.
- 8.2 Hire equipment is not to be shared unless authorised by Bay Skate.
- 8.3 Hire equipment is to be returned back to the front office.

## 9. Privacy

- 9.1 Bay Skate will only use the personal information that you provide to Bay Skate for the purposes for which it was supplied, for internal management purposes, or in some circumstances, for other reasons permitted by the Privacy Act 1993.
- 9.2 You authorise Bay Skate to use his or her personal information for purposes of enforcing this document and for providing special product and service offerings to the Member.

## 10. Publicity

- 10.1 Bay Skate may take general photographs or videos of the facilities at any time and if any member appears in the photographs or videos, the member agrees that Bay Skate may use them for marketing and promotional purposes and that the member has no rights or copyright in the material.
- 10.2 The member releases Bay Skate, the photographer or the filmmaker and each of their licenses and assignees from any and all claims and demands in connection with the material or its future use.

## 11. Limitation of Liability

- 11.1 Except as provided in the Consumer Guarantees Act 1993 or as provided elsewhere in these terms and conditions, Bay Skate and Napier City Council, to the extent permitted by law, shall not be liable or responsible to the Member for any direct or indirect or consequential injury, loss or damage of any kind to the person or property of the Member, whatsoever and howsoever arising.
- 11.2 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 payable by you under this Agreement in any 12-month period.
- 11.3 It is your responsibility to use our facilities safely, to take care of your own health and to take care of your own property.
- 11.4 Personal injury in New Zealand is covered by the Accident Compensation Act 2001.

## 12. General

- 12.1 Membership and entry charges are reviewed annually and may be amended at Bay Skates sole discretion.
- 12.2 Bay Skate may change these terms at any time.
- 12.3 Members are responsible for checking the terms regularly to review any changes. These terms and conditions are on our website at [www.bayskate.nz](http://www.bayskate.nz)