

# YEARLY – APPLICATION FORM

Culm Valley Sports Centre

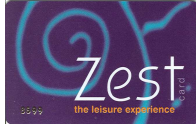
Exe Valley Leisure Centre

Lords Meadow Leisure Centre

LOG NO:

## Mid Devon District Council Leisure Facilities

Zest Card No:



Membership Type: .....

Membership Start: .....

Yearly Amount: .....

Initial Payment taken: .....

Receipt No:

Payment Choice: CASH CHEQUE DEBIT/SWITCH  
(Initial payment only)

Joining Fee paid: YES/NO Easy Zest Proof: YES/NO

### The MEMBER – PERSONAL DETAILS *Block Capitals*

Surname .....

First Names .....

Address .....

.....Post Code.....

Date of Birth .....

Marital Status: Single  Married  Male  Female

Telephone STD..... No.....

Mobile Phone No: .....

e-mail .....

#### Payment

**Payment for Zest membership must be made on or before the expiry date at the Centre where the membership was taken out. A lapse in membership may make you liable to pay a further joining fee.**

Members signature: ..... Date: .....

Information from this application may be processed manually or by computer for the purposes notified by Mid Devon District Council under the Data Protection legislation. Individuals have the right of access to personal information concerning them.

I do not wish to receive information regarding Mid Devon Leisure Activities and Events



**PLEASE NOTE: Paying in advance**

## TERMS AND CONDITIONS OF ANNUAL MEMBERSHIPS

**discount but also 13 months membership.**

- 1.1 "Application Form" means the application form completed and signed by the applicant ("the Applicant")
- 1.2 "The Centre" means the leisure facilities managed by the Council and known as the Culm Valley Sports Centre, Cullompton, Exe Valley Leisure Centre, Tiverton and Lords Meadow Leisure Centre, Crediton
- 1.3 "the Council" means Mid Devon District Council
- 1.4 "the Centre Management" means the duly authorised representatives of the Council who manage and operate the Centre
- 1.5 "Joining Fee" and "Membership Fees" means the fees payable in accordance with the Council's charges scheme
- 1.6 "Membership" means membership of the Centre
- 1.7 "Member" means the member named on the Application Form and the membership card

- 2.1 membership is subject to these terms and conditions as amended from time to time
- 2.2 Submission of a completed Application Form to the Council is an offer by the Applicant to become a Member of the Centre
- 2.3 Acceptance of an Applicant as a member will be at the sole discretion of the Centre Management. The Centre Management reserves the right to verify, or require proof of all information given in order to obtain Membership and any fraudulent or wrongful information given in order to obtain Membership could result in the cancellation of all Membership rights and lead to repayment of all monies due to the Centre.
- 2.4 Membership by the Applicant shall commence upon the receipt of the Joining Fee and first payment of the Membership Fee.
- 2.5 Members will be issued with a membership card. The membership card remains the property of the Centre and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder.
- 2.6 The acceptance by the Centre of an Application shall constitute a legal binding agreement between the Member and the Council.
- 2.7 The Member hereby agrees to be bound by these Terms and Conditions and all rules regulations byelaws of the Centre that are in force at the time.
- 2.8 Membership cards must be shown at the Centre reception to gain entry every time a visit is made to the Centre.
- 2.9 Membership cards may only be used by the Member and any fraudulent use of the membership card will result in cancellation of that Membership with no refund being given.
- 2.10 Members must immediately report lost membership cards to the Centre. Lost or damaged membership cards will be subject to a replacement charge being made by the Centre.
- 2.11 Membership fees shall not be refunded where the Member chooses not to attend the Centre.
- 2.12 Completion of the Application Form implies acceptance of the provision contained within the Data Protection Act.
- 2.13 Family memberships are available on condition that payment for membership is made from one bank account. Family membership would be available for adult(s) and children under the age of sixteen residing at the same address.
- 2.14 If an Applicant is under 16 then a parent or guardian must sign the Application Form. The parent or guardian will be responsible for the behaviour and action of that Member at all times and will pay the Membership Fee and Joining Fee due on behalf of that Member. When the Member reaches the age of 16 then they must sign the Application Form and will thereafter be responsible under these Terms and Conditions.
- 2.15 The Centre Management reserve the right from time to time to stipulate categories of membership.

### **3 LIMITATION OF LIABILITY**

- 3.1 The Member acknowledges that the Council's obligations and liabilities in respect of the Centre are as defined in these Terms and Conditions.
- 3.2 The Council or its employees will not be liable to the Member for any loss, damage or theft of any property brought onto the Centre.
- 3.3 The Council its employees, agents or sub-contractors will not be liable any death, personal injury or illness occurring on the Centre (including that caused by use of the facilities and/or equipment) unless caused by the negligent act or omission of the Council or its employees. The Centre's norm
- 3.4 The Member is responsible for ensuring that the equipment provided at the Centre is used correctly and if the Member is in any doubt about how to correctly operate any equipment then they must consult the Centre Management before use.

### **4 PHYSICAL HEALTH OF MEMBER**

- 4.1 The Council, the Centre Management and its employees are not medically trained and so are not qualified to assess whether a Member is in good physical condition and/or that the Member can engage in exercise without detriment to their health, safety, comfort or physical condition. The Council recommend Members to take expert medical advice before undertaking any exercise if they are in any doubt about their ability to engage in exercise.
- 4.2 The Member warrants and also represents that on the date of the Application and throughout Membership that they are in good health and are not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort, well being or physical condition.
- 4.3 The Member will not use the Centre whilst suffering from any infection or contagious illness, disease or other ailment (including but not limited to open cuts, abrasions, sores) where there is any risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members, casual users or employees of the Centre.
- 4.4 Before using any leisure fitness facilities the Member must first complete a Health Screening Form.
- 4.5 Before using any gym equipment the Member must first complete and induction with a staff member approved by the Centre Management

### **5 INITIAL JOINING FEE AND MEMBERSHIP CHARGES**

- 5.1 Members shall pay an initial Joining Fee that shall be payable immediately, unless a special promotion, or other offer is available, that waives this Joining Fee.
- 5.2 The Member shall be liable to pay all Membership Fees irrespective of actual usage of the Centre.
- 5.3 The Council reserves the right to increase Membership Fees. When this occurs the Member will be given thirty days notice of the resultant fee increase.
- 5.4 Lapses in membership payment may incur a new rejoining fee.

### **6 PHOTOGRAPHING OF MEMBERS**

members agree to their photograph being taken when their membership is issued. This photograph will only be visible to the Centre reception when the card is swiped and will be removed from the system when Membership is terminated.

### **7 TERMINATION OF MEMBERSHIP**

- 7.1 The Council may terminate the membership of any Member:
  - 7.1.1. Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group or members, is such that in the reasonable opinion of the Centre Management, it may be injurious to the character, name or interests of the Centre, or is such that it renders the Member unfit to associate with other members of the Centre.
  - 7.1.2. Without notice and with immediate effect if the Member uses any disorderly, rude or offensive behaviour to Centre staff or any other Member or user of the Centre.
  - 7.1.3. Forthwith and without notice if the Member shall have committed any breach of these Terms and Conditions or of the rules and regulations of the Council as in force from time to time.
  - 7.1.4. By notice in writing if any part of the Membership Fee, which is due and payable, remains unpaid thirty days after the due date for payment.
  - 7.1.5. By notice in writing if the membership card is used or attempted to be used by anyone other than the Member.
  - 7.1.6. Upon not less than thirty days notice in writing if the Council is of the opinion that the Member is not a suitable individual for continuous membership of the Centre.
- 7.2 The Member may terminate membership by notice in writing:
  - 7.2.1 Due to genuine and relevant medical reasons (supporting professional documentation must be supplied)
  - 7.2.2 Due to moving outside the Council's administrative area
  - 7.2.3 Due to pregnancy of the Member
- 7.3 Where a Member wishes to terminate under 7.2.1 and 7.2.3 they have the option to suspend the Membership
- 7.4 A Member whose membership is terminated shall forfeit all the privileges of Membership with immediate effect without an entitlement to any claim for any refund of Membership Fee. On termination of their Membership, the Member shall return forthwith their membership card.

### **8 CENTRE FACILITIES**

- 8.1 Members who fail to attend pre-booked activities will be charged the full casual user fee for the activity in question unless at least 24 hours notice is given or a medical certificate can be produced.
- 8.2 The Council reserves the right to make alterations to the type of facilities provided by giving reasonable notice.
- 8.3 The Council shall not be liable for cancellation of classes, pool closures or gym equipment not being available due to unforeseen circumstances over which we have no control. However we will endeavour to notify users if possible about such circumstances. The Council cannot accept any liability or financial responsibility for these closures, cancellations or unavailability of equipment
- 8.4 The Council shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services.

### **9 HOURS OF OPENING**

Hours of operation and the hours in which any facilities within the Centre are available to members are available from the Centre upon request. Such hours may be lengthened or shortened at the absolute discretion of the Centre Management with or without any prior notice being given to members. The Centre Management shall endeavour to give members reasonable notice of any such closure. Any refund given as a result of closure will only be made at the sole discretion of the Centre Management.

### **10 GOVERNING LAW AND JURISDICTION OF THE COURTS**

These conditions shall be governed by and construed in accordance with English Law and are subject to the exclusive jurisdiction of the English Courts.