

# MONTHLY – APPLICATION FORM

Culm Valley Sports Centre

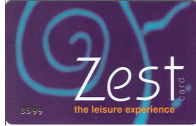
Exe Valley Leisure Centre

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

**Payment** Payment for Zest membership must be made on or before the monthly 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.



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**PLEASE NOTE: You can save money on your monthly membership by joining our Direct Debit Scheme. For further information please ask at any of our Centres.**

## TERMS AND CONDITIONS OF MEMBERSHIP MONTHL

### 1. THE CENTRE

1.1 "the Centre" is any leisure facility managed by Mid Devon District Council. The managed leisure facility premises are located at Crediton, Cullompton and Tiverton.

### 2. THE COUNCIL

2.1 The Council shall through its duly authorised representatives manage and operate the leisure facilities and deal with all matters in relation to them.

### 3. THE ACCEPTANCE OF MEMBERSHIP

3.1 The decision to accept the application of a potential member shall be at the sole discretion of the Centre management. The 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.

If the Centre accepts the application, membership by the applicant shall commence upon the receipt of the joining fee and first payment. Upon acceptance of the member by the Centre, a membership card shall be issued. The membership card remains the property of the leisure facility and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder.

- 3.2 The acceptance by the Centre of an application for membership shall constitute a legal binding agreement between the member and the Mid Devon District Council. The member hereby agrees also to be bound by the rules and regulations of the Mid Devon District Council that are in force at the time.
- 3.3 Membership cards are issued to all current members and must be shown at the Centre reception to gain entry every time a visit is made to the Centre. Membership cards may only be used by the registered member and any fraudulent use of the membership card by the member will result in cancellation of that membership with no refund being given. Lost or damaged membership cards will be subject to a replacement charge being made by the Centre.
- 3.4 Membership fees shall not be refunded where the member chooses not to attend the facility.
- 3.5 Completion of your details implies acceptance of the provision contained within the Data Protection Act.

#### **4. LIMITATION OF LIABILITY**

- 4.1 The member acknowledges that the Council's obligations and liabilities in respect of the Centre are as defined in these conditions.
- 4.2 The member is responsible for the consequences of any use of any of the facilities of the Centre. The Council will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, tort (including negligence) or otherwise.
- 4.3 The Council accepts liability to the extent that it results from the negligence of the Council and its employees for death or personal injury.

#### **5. PHYSICAL HEALTH OF MEMBER**

- 5.1 The member warrants and also represents that they are in good health and are not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well being or physical condition.
- 5.2 Before using any leisure fitness facilities the member must first complete a Health Screening Form.

#### **6. MEMBERSHIP**

All categories of membership shall be subject to these Terms and Conditions of Membership and to the rules, bylaws and regulations of the Centre that are in force at the time.

The Centre management from time to time shall stipulate other categories of membership.

#### **7. INITIAL JOINING FEE AND MONTHLY MEMBERSHIP CHARGES**

All 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.

The member shall be liable to pay all membership fees irrespective of actual usage of the Centre.

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.

Lapses in membership payment may incur a new rejoining fee.

#### **8. PHOTOGRAPHING OF MEMBERS**

All members must agree to having their photograph taken when their membership is issued. This photograph will only be visible to reception when the card is swiped and will be removed from the system when membership is cancelled.

#### **9. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY THE COUNCIL**

The Council may expel members or may terminate the membership of any member:

- 9.1.1. 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.
- 9.1.2. Forthwith and without notice if the member shall have committed any breach of these Terms and Conditions or of the rules and regulations of Mid Devon District Council as in force from time to time.
- 9.1.3. 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.
- 9.1.4. 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.

A member whose membership is terminated by the Centre 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.

#### **10. CENTRE FACILITIES**

- 10.1. Members who fail to attend pre-booked activities will be charged the full casual fee for the activity in question unless at least 24 hours notice is given or a medical certificate can be supplied.
- 10.2. The Council reserves the right to make alterations to the type of facilities provided by giving reasonable notice.
- 10.3. The Council shall not be liable for cancellation of classes due to unforeseen circumstances over which we have no control. However we will endeavour to notify users if possible about these cancellations. The Council cannot accept any financial responsibility for the loss of these classes.
- 10.4. The Council shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services.

#### **11. HOURS OF OPENING**

- 11.1 The Centre's normal 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.

#### **12. GOVERNING LAW AND JURISDICTION OF THE COURTS**

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