

SIX MONTHS AGREEMENT – 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: **Expiry Date:**

First Payment due:

Amount:

Receipt No:

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

Initial Payment: £ :

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

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

Source: Please tick

Walk In

Paper-Advert

Yellow Pages

Radio

Direct Mail

Recommendation

Other

.....
(if friend state their name)

Instruction to your bank or building society to pay by Direct Debit

Please fill in this form and return it to Exe Valley Leisure Centre, Bolham Road, Tiverton, Devon, EX16 6SG or hand it in at your local Leisure Centre

Name and full postal address of your bank or building society

To the Manager Bank/Building Society
.....
Address
.....

950235



Reference number

Please pay Mid Devon District Council Direct Debits from the accounts details on the instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this may remain with Mid Devon District Council and, if so, details will be passed electronically to Bank/Building Society.

Name(s) of Account Holder(s)

Branch/Sort Code

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Bank/Building Society Account number

--	--	--	--	--	--	--	--	--	--

Signature(s)

.....

.....

Date.....

Mid Devon District Council Leisure Services

This should be retained by the payer

This Guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

The Direct Debit Guarantee

- If the amounts to be paid or the payment dates change, the organisation collecting the payment will notify you normally 10 working days in advance of your account being debited or as otherwise agreed
- If an error is made by the organisation or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid
- You can cancel a Direct Debit at any time by contacting your bank or building society. We also recommend you notify the organisation concerned.

SIX MONTH AGREEMENT – TERMS AND CONDITIONS

IMPORTANT – YOU SHOULD READ THESE TERMS CAREFULLY BEFORE YOU SIGN. IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE ASK A MEMBER OF STAFF FOR CLARIFICATION.

DEFINITIONS

“You”	the member named above
“We and us”	Mid Devon District Council Leisure Services
“Centre”	Mid Devon District Council Leisure Centre
“Agreement”	your application form and these terms and conditions of membership

1. MEMBERSHIP

Your membership will begin on the day you join and pay the joining fee.
Your membership will continue for an initial period of **...6...** months, during which time **YOU CANNOT CANCEL YOUR MEMBERSHIP**.
After **...4...** months you may cancel your membership at any time by giving 2 months' written notice to the Centre in writing. The date of cancellation will be the date on which this period of notice ends and you must pay the membership fee until this cancellation date.

Your membership is personal to you. You cannot transfer it to another person.
Your membership category is
Membership is subject to these terms and conditions and all rules, regulations, byelaws of the Centre that are in force as amended from time to time
Acceptance of you as a member will be at our sole discretion and we reserve the right to verify, or require proof of all information given in order to obtain membership. Any fraudulent or wrongful information given in order to obtain membership could result in the cancellation of all membership rights

You can apply in writing to the Centre Manager at any time to change your category of membership. You must demonstrate eligibility for the new category and whether we agree to the change will be our decision.

2. FEES

You must pay a joining fee of **£...N/A.....** when you apply for membership.

You must also pay a monthly membership fee of **£** Monthly instalments will be due on the 28th day of each calendar month. You must pay this fee, or part of it, for the month in which you join, on the day you join.

We may change the amount of your monthly subscriptions. If we do, we will write to you at the address you have given us and display details of the change on the Centre notice board 1 month before the change takes place.

You may choose to pay all your monthly membership fees in one annual lump sum on the day you join.

Monthly fees are payable even if you do not use the Centre.
Lapses in membership payment may incur a new rejoining fee

3. FACILITIES

You are entitled to use the facilities available to your category of membership (as shown in the Centre details).

You may have to pay additional charges to use certain facilities at the Centre. A list of these charges are available from the Centre Reception and are also displayed on the Centre Notice Board. We can change these charges at any time.

We reserve the right to make alterations to the type of facilities provided by giving reasonable notice.

We may withdraw any of the facilities at any time if we need them for tournaments, exhibitions or other activities, or in connection with any repair, alteration or maintenance work, or for any other reason. We will display notices of any minor changes on the Centre Notice Board. If we need to make any significant change to facilities, we will write to you at the address you have given us and display details on the Centre Notice Board 3 months before any such change takes place.

3.4 We 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. We cannot accept any liability or financial responsibility for these closures, cancellations or unavailability of equipment

3.5 We shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services.

4. OUR LIABILITY TO YOU

4.1 We shall compensate you, or your estate, in respect of:-

4.1.1 any uninsured loss or damage to your personal property; or
4.1.2 your death, or any personal injury suffered by you to the extent that the same is caused directly by:-

- our negligence; or
- our breach of this Agreement or any term implied by law, except where such breach is caused by you or an event outside our reasonable control.

4.2 Subject to clause 4.1 above all liability to you is excluded.

4.3 You must not leave personal property unattended at the Centre unless it is locked in one of the lockers provided in the changing rooms.

4.4 You must ensure that you use the equipment provided at the Centre in the correct manner and if you are in any doubt about how to operate the equipment correctly then you must consult us before use.

5. TERMINATION OF MEMBERSHIP

5.1 We can cancel your membership immediately if:-

- 5.1.1 In our reasonable opinion your conduct is such that it may be injurious to the character, name or interests of the Centre or is such that it renders you unfit to associate with other members of the Centre
- 5.1.2 In our reasonable opinion you use any disorderly, rude or offensive behaviour to our staff or any other member or user of the Centre.

5.1.3 you commit a serious or repeated breach of this Agreement and, if that breach is capable of being remedied, it is not remedied within 7 days.

5.1.4 In our reasonable opinion your behaviour is likely to endanger other members, or staff, or adversely affect the Centre or our reputation.

5.1.5 If any amounts you owe us remain unpaid 30 days after the due date; or

5.1.6 If you provide us with details you know to be false when applying for membership and those details reasonably affected our decision to grant you membership.

5.1.7 If your membership card is used or attempted to be used by anyone other than you.

5.2 If we cancel your membership we will not refund your joining fee or membership fees.

5.3 We can prevent you entering the Centre if we have cancelled or agreed to suspend your membership.

5.4 In exceptional circumstances, you can ask us to suspend or cancel your membership. This includes, but is not limited to, a genuine medical reason (supporting professional documentation must be supplied), moving outside the administrative area of Mid Devon District Council and pregnancy. However whether we agree will be our decision. You should apply, in writing, to the Centre Manager.

5.5 If you cancel your membership we will refund any membership fee paid in advance which relates to a period after cancellation.

6. CHANGING THIS AGREEMENT

We can change this Agreement at any time. We will give you 1 month notice of this change in writing at the address you have given us and by a notice on the Centre Notice Board.

7. HEALTH

7.1 We are not medically trained and so are not qualified to assess whether you are in good physical condition and/or that you can engage in exercise without detriment to your health, safety, comfort or physical condition. You must take expert medical advice before undertaking any exercise if you are in any doubt about your ability to engage in exercise.

7.2 You are responsible for monitoring your own condition during activity. You must not take part in any activity that would be detrimental to your health, safety, comfort, well being or physical condition. If you have any concerns you must stop the activity and consult your doctor without delay.

7.3 You 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.

7.4 Before using any exercise equipment you must complete our health questionnaire and attend an induction session with a qualified instructor. We can refuse access to the Centre facilities if we consider that your health may be adversely affected by the use of such facilities.

8. MEMBERSHIP CARDS

8.1 You will give you a membership card, which you must use each time you enter the Centre or use the facilities. If another person uses your card, we can cancel your membership.

8.2 You agree to your photograph being taken when your 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.

8.3 You must immediately report lost membership cards to the Centre. If you lose your membership card, we can charge a fee to replace it.

9. CONDUCT

9.1 We can prevent anyone entering the Centre if we think their conduct or appearance is inappropriate.

9.2 We must show consideration for other people at the Centre.

10. OPENING HOURS

10.1 The Centres normal hours of operation and the hours in which any facilities within the Centre are available from the Centre upon request. Such hours may be lengthened or shortened at our absolute discretion with or without any prior notice being given to you. We shall endeavour to give you reasonable notice of any such closure

10.2 If we need to make any significant change to opening hours, we will write to you at the address you have given us and display details on the Centre Notice Board 3 months before any such change takes place.

11. LOCKERS

11.1 Lockers are available for hire on a daily basis.

11.2 We will remove any items left in lockers overnight and keep them for a period of three months, after which time we shall have no responsibility for them.

12. 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.

I hereby confirm that I have read, understood and agree with these terms and conditions.

Signed
Member.....

Signed.....
On behalf of Mid Devon District Council Leisure Services

Date: