

Sherborne Sports and Leisure Limited
Membership Application Form

Oxley Sports Centre

SHERBORNE GIRLS

Primary Applicant

Title _____ D.O.B. ____/____/____ Membership No. _____ Pin No. _____

First Name _____ Surname _____

Email _____

Address _____

_____ Postcode _____

Mobile _____ Tel Home _____

Emergency Contact:

Name _____ Number _____ Relationship _____

Secondary Applicant (Must be 16 and living at the same address as the primary applicant)

Title _____ D.O.B. ____/____/____ Membership No. _____ Pin No. _____

First Name _____ Surname _____

Email _____ Mobile _____

Emergency Contact:

Name _____ Number _____ Relationship _____

Full Name

D.O.B.

Member No.

Child 1 _____ ____/____/____ _____

Child 2 _____ ____/____/____ _____

Membership Details

Membership	Monthly	Admin	Pro Rata	Total Initial
Category	Payment	Fee	Payment	Payment
1 _____	£ _____	£ _____	£ _____	£ _____
2 _____	£ _____	£ _____	£ _____	£ _____

Start Date ____/____/____ Date of first Direct Debit ____/____/____

Leisure Card Induction Total Payment £ _____

Corporate Company _____ ID copied and attached

Terms and Conditions – Please ensure that you have read and understand the full terms and conditions and the provisions of this form, a copy of which has been provided to you. These terms and conditions may be changed from time to time by us. **Price Reviews** – Monthly Subscriptions will be reviewed and may be changed. **Cancellations** – All agreements require at least one full calendar month's notice in writing to cancel. Your direct debit will be taken on the 1st of each calendar month.

Primary Applicant signature _____ Signed on behalf of Oxley Sports Centre _____

Secondary Applicant signature _____ Printed name Oxley team member _____

Date ____/____/____ Date ____/____/____

Data Protection Act: The information you have provided will be stored on a central database. It will be used by Sherborne Sports and Leisure Limited trading as Oxley Sports Centre, who will administer leisure services and activities. If you would like to opt in to our marketing mailing list so that we can share our current offers, news and information with you, please tick the box below. We will never pass on your details on to third parties. You will be able to unsubscribe at any time. Please indicate if you wish to receive such information by ticking the relevant box:
 YES NO

Please specify which ways we can contact you: Email Mail SMS Social Media Telephone

The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. If there are any changes to the amount, date or frequency of your Direct Debit, Sherborne Sports and Leisure Limited will notify you 21 working days in advance of your account being debited or as otherwise agreed. If you request Sherborne Sports and Leisure Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit by Sherborne Sports and Leisure Limited or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund that you are not entitled to, you must pay it back when Sherborne Sports and Leisure Limited asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify Memberships, Oxley Sports Centre, Bradford Road, Sherborne, Dorset DT9 3DA.



Instruction to your Bank or Building Society to pay by Direct Debit



Name(s) of Account Holder(s)

Originators Identification Number

6	9	2	2	1	6
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Bank/Building Society Account Number

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Branch Sort Code

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Reference number - Office use only

O	S	C							
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To the Manager	Bank/Building Society
Address	
Postcode	

Signature (s)
Date

Instruction to your Bank or Building Society
 Pay Sherborne Sports and Leisure Limited. Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Sherborne Sports and Leisure Limited, and if so, details will be passed electronically to my Bank/Building Society.

Par-Q Form

Member Name(s) _____ Member Number _____
 _____ Member Number _____

Do you currently or have you ever suffered from any of the following conditions? Tick box for yes.

	Member 1	Member 2
Heart or Circulatory problems?	<input type="checkbox"/>	<input type="checkbox"/>
Blood pressure problems? **	<input type="checkbox"/>	<input type="checkbox"/>
Joint, movement problems?	<input type="checkbox"/>	<input type="checkbox"/>
Feel dizzy or imbalance during exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Currently pregnant or recently given birth?	<input type="checkbox"/>	<input type="checkbox"/>
Health History		
Do you currently receive medical care for or do any of the following affect you?	<input type="checkbox"/>	<input type="checkbox"/>
Back/spinal pain?	<input type="checkbox"/>	<input type="checkbox"/>
Headaches or migraines?	<input type="checkbox"/>	<input type="checkbox"/>
Have you recently had surgery?	<input type="checkbox"/>	<input type="checkbox"/>
Currently being prescribed medication?	<input type="checkbox"/>	<input type="checkbox"/>
Recently finished a course of medication?	<input type="checkbox"/>	<input type="checkbox"/>
What is/was this treating? _____		
Diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
Asthma or breathing problems?	<input type="checkbox"/>	<input type="checkbox"/>

If you ticked any of the points above or if there is any other reason that you believe may prevent you from taking part in regular exercise please give information below, otherwise leave blank.

Declaration

I have answered all questions in this form honestly and I am aware that if I have answered **yes** to any of the questions I will need to consult my GP before commencing an exercise program, if at a later date there are any changes to my medical condition or health I agree to approach a member of staff and update the centre on any changes. I understand that I am ultimately responsible for my own health and wellbeing and therefore will exercise within my capabilities following the advice of medical practitioners and Oxley Sports Centre Staff at all times.

Member 1 Signature _____ Date ____/____/____

Member 2 Signature _____ Date ____/____/____

** Please be aware, a Blood Pressure Reading will be taken. Please refrain from Caffeine or sugar intake, 2 hours prior to the Induction; or any food or beverages that might affect your Blood Pressure Readings. If you are aware you have high blood pressure, and being prescribed medication for it, please bring a GP form with the doctor's consent, stating you are able to exercise without any restrictions.

Terms and Conditions

SHERBORNE SPORTS AND LEISURE LIMITED (SSLL) BASED AT AND TRADING AS OXLEY SPORTS CENTRE TERMS & CONDITIONS OF MEMBERSHIP including Leisure Card holders

These terms and conditions apply to full, corporate, swimming members and Leisure Card holders. These terms and conditions shall apply to your use of the Sports Centre and shall be between you and SSLL (as hereinafter defined).

1. DEFINITIONS

11 In these Terms and Conditions:
"Sports Centre" means Oxley Sports Centre situated at Bradford Road Sherborne Dorset DT9 3DA;
"Manager" shall mean the person in day-to-day charge of the Sports Centre
"Month" shall mean a recognised calendar month;
"SSLL" means Sherborne Sports and Leisure Limited, company number 05869779 of Bradford Road, Sherborne, Dorset, DT9 3DA (registered charity number 1117024);
"Users" shall mean any person using the facilities at the Sports Centre including members, their guests, pay-and-play persons, groups, visiting teams, pupils and staff;

2. MEMBERSHIP

21 Applications for membership may be made individually or jointly or on a group basis using SSLL's prescribed forms.
22 All persons applying to become members agree to comply with these Terms & Conditions.
23 On acceptance of an application and payment of all required subscription monies to join as a member, a member will be:
23.1 Issued with a membership card which will remain the property of SSLL at all times and, upon termination of membership, will be returnable to SSLL on demand. A photograph is required for the card and will be taken and placed on record;
23.2 Entitled to use the facilities at the Sports Centre which relate to the membership type held.
24 SSLL reserves the right to add to, delete or otherwise amend these Terms and Conditions, tariffs, the Code of Conduct, Bookings Policy or any other Rules in place at the Sports Centre from time to time and without notice to individual members. Any such alterations will be displayed on the Sports Centre notice board.
25 Members shall at all times whilst they are a member of the Sports Centre abide by the Codes of Conduct and Sports Centre Rules which are displayed on the Sports Centre notice board. Members are required to familiarise themselves with them.
26 Members can book classes and courts 7 days in advance. If the member no longer requires the booking, the member should give no less than 2 hours notice. Failure to give the required notice may mean that the member is charged at the full rate for the booking and have their booking rights removed. The Booking Policy contains full details of booking procedures.
27 SSLL reserves the right to terminate membership where a member has failed to pay three successive direct debit payments.
28 The Manager reserves the right to reject an application for membership or refuse admission to any person to the Sports Centre at the Manager's sole discretion. The Manager also reserves the right to terminate a member's membership if in the opinion of the Manager, the behaviour of that person causes (or is likely to cause) nuisance or annoyance to other Users or is in breach of these terms and conditions, the Codes of Conduct or Sports Centre Rules in place in respect of the use of the Sports Centre or for any other reasonable reasons which the Sports Centre may deem appropriate.
29 Any dispute as to membership should be addressed to the Manager of the Sports Centre whose decision will be final.

3. PAYMENT TERMS AND CANCELLATION

31 Membership fees shall be fixed by SSLL and may be altered at any time. Members will be notified (by notices posted on the notice board in the Sports Centre or in writing) of any changes in fees prior to the date of the alteration.
32 Payment for membership will be by means of cheque or credit/debit card only - no cash will be accepted.
33 Membership fees are payable in advance by monthly direct debit or by one annual payment (Direct Debit payments to be collected on the first day of any month).
34 On signing the membership form, a member shall be required to pay:
34.1 the administration fee in accordance with current tariffs;
34.2 a pro rata payment for the number of days remaining in the Month of joining (based on the tariffs in place at the time).
35 On or before the first day of the Month after the Month in which the membership forms are signed and accepted, the member shall be required to pay the membership subscription payment (whether the first monthly payment or the annual payment).
36 If a member fails to pay any subscription fee or other monies payable to SSLL or if a direct debit instruction of such a member is cancelled or monies are not received under a direct debit instruction (for whatever reason and whether this is the fault of the member or not), they shall cease to be a member of the Sports Centre. The Manager shall, at their absolute discretion, have the right to re-activate a membership which has been terminated in these circumstances and, in this case, the Manager reserves the right to charge a re-activation fee. These provisions apply to all memberships including group membership. In the case of group membership, if the direct debit payment is not paid for whatever reason, membership shall cease for all group members.
37 A membership which is terminated or suspended through failure to pay a direct debit shall require the relevant re-joining fees to be paid in accordance with current prevailing tariff rates from time to time which at the date that these terms and conditions are printed.
38 The administration fee shall be non-refundable in any circumstances.
39 A member may cancel their membership of the Sports Centre by giving no less than one month's written notice to expire on the last day of the Month after the Month in which notice is served.
310 Monthly direct debits are a binding contract between SSLL and the member and will automatically continue unless and until SSLL is notified otherwise. Cancellation/amendment of direct debits must be made in writing to SSLL and a copy sent to the member's bank/building society.

311 Memberships may, in certain circumstances be allowed to be temporarily suspended upon the written request of a member but the decision to allow this is at the sole discretion of the Manager. Members must apply in writing to the Manager to suspend membership stating the reason they request the membership to be suspended and giving an indication (if possible) of the likely timescale for the suspension. The Manager will assess each application on its own merits before deciding whether to allow a suspension and this decision and any terms attaching to this decision shall be at the sole discretion of the Manager. If a member is allowed to suspend their membership, they shall not be liable to pay any membership fees for the period of suspension.

312 All payments are non-refundable unless otherwise provided in these Terms and Conditions and at the discretion of the Manager.

4. FACILITIES AND HOURS OF OPENING

41 The Sports Centre's normal hours of operation are obtainable from the Sports Centre reception upon request and will be published in the termly timetable. Such hours may be lengthened or shortened at the absolute discretion of the Manager without any liability to the member. Prior notice will be given to members wherever possible. During February, May, June and November the sports hall available on a limited basis due to the exam timetable of Sherborne Girls. There may be times in the Fitness Suite where music will be not be allowed and some exercise classes may change start times.
42 The Centre will be closed on Christmas Day, Boxing Day and New Years Day. Reduced operating hours will apply on Christmas Eve, New Years Eve and Bank holidays. Further to this the gym will be unavailable between 14:00 and 16:00 on Tuesdays and Thursdays every week during term time due to use by Sherborne Girls.
43 Last access to the facilities will be 30 minutes prior to the centre's closing time.
44 The Manager reserves the right to close the Sports Centre or withdraw any or all of the facilities within the Sports Centre for any period or periods in connection with any cleaning, repair, alteration, maintenance or security work or for reasons which are beyond the control of SSLL. SSLL will give as much notice as is reasonably possible of any proposed closure or reduced facilities. Members will have no redress or rights to compensation for loss of access if the duration of the closure of the Sports Centre does not exceed 48 hours or if it is by reason of force majeure. Subject to that, members will be entitled to claim compensation in the event the Sports Centre is closed fully for more than 48 hours at a rate of £1 per day up to a maximum of 7 days.
45 Closure of the pool or fitness suite for more than 48 hours shall entitle a member to claim will attract compensation of 50p per day after the first 48 hours up to a maximum of 7 days. This compensation shall be in addition to any other compensation which may be payable under clause 4.4.
46 SSLL reserves the right to cancel a published class when the numbers attending the class fall below the minimum required for the class or in the absence of a qualified instructor. SSLL will endeavour to give the member as much notice as possible of any cancellation.

5. GUESTS

51 Members may sign in guests who can only participate in the same activity as the member. This is limited to swimming. A guest fee is payable in accordance with current tariffs. Members may bring no more than 3 guests on any one occasion. If the Sports Centre is very busy the Manager reserves the right to refuse access to guests. Guest Users shall be required to abide by all Codes of Conduct and Sports Centre Rules.

6. LIMITATION OF LIABILITY

61 Fitness suite members are required to complete an induction before using the facilities at the Sports Centre. It is the member's responsibility to ensure that he/she is capable of undertaking the exercise he or she chooses to undertake at the Sports Centre.
62 The Manager reserves the right to decline access to any facilities within the Sports Centre on grounds of suspected poor health of a member or guest or their excessive use of the facilities or for any other reasonable reason. Members will be required if requested at their own cost to provide evidence from appropriately qualified medical advisors that they are fit and capable of undertaking exercise programmes. Members undertaking rehabilitation or when under medical cover or following advice from their doctor will inform the Manager immediately of the advice received and of any restrictions placed upon them to ensure that the staff are able to advise and supervise the member appropriately. Failure to provide such information may result in action being taken by the Manager in order to safeguard the member, other Users and staff.
63 In the interests of safety, no glassware may be taken into the Sports Centre.
64 Users are asked not to bring bags and personal possessions, jewellery or other valuables into the Centre. Property stored in lockers provided by SSLL or its agents is stored at the owners risk. No liability for the loss or damage to any personal property of members is accepted by SSLL.
65 SSLL will not be liable for any accident to any member or guest that may occur at the Sports Centre other than any liability which may arise from negligence of SSLL, its staff or agents.
66 Any member who suffers an accident on the Sports Centre premises must report the accident, and the circumstances under which it occurred, to the Manager immediately following the accident.
67 Except for any liability which cannot be limited or excluded by law, neither SSLL, its instructors or other employees, servants or agents (including every independent contractor from time to time employed by SSLL) shall in any circumstances whatsoever be under any liability whatsoever to the applicant for any loss, damage or injury (including death) whether accidental or otherwise of whatsoever kind arising as a result of his or her membership or use of the Sports Centre.

7. SEVERANCE

If any provision of these Terms and Conditions is, or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. PARKING

All vehicles must be parked in the parking spaces provided at the centre and shall not be driven, or be taken, onto any other part of the Sherborne Girls site or land. No liability for the loss or damage to any vehicle or its contents is accepted - your vehicle is parked at your own risk. Membership of the Sports Centre does not permit or grant access to any other building, facilities or areas of Sherborne Girls campus. Members found outside of the permitted areas may have their membership terminated.

9. FORCE MAJEURE

Should the Sports Centre be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, industrial action, disruption to mechanical or electrical supplies or other unforeseen events, and this is unavoidable, SSLL shall notify members as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances SSLL shall not be in breach of this contract. This clause shall not, however, affect any member's right to cancel.

10. GENERAL

101 Members shall give written notice by completing an administration form or updating details online of any change of address or personal circumstance.
102 The membership card must be shown and swiped as requested on each visit and only used by the person to whom it is issued (abuse will lead to forfeiture). The card must be carried whilst using the facilities (excluding swimming).
103 Any member who loses his/her card can apply for a replacement, a charge for a replacement will be made according to current applicable tariffs.
104 Users of the centre are asked to wear the form of dress and footwear appropriate to the chosen activity. Users wearing inappropriate clothing or swimwear (thongs or excessively baggy clothing etc) will be asked to change.
105 Alcohol and smoking are not permitted within the Sports Centre, the car park or any of the grounds surrounding the Sports Centre.

11. CORPORATE/ GROUP MEMBERSHIP

111 The applicant signing for a group application for membership (the "Primary Contact") is responsible for communicating the terms and conditions to the members included on the application form and shall use reasonable endeavours to procure compliance by all group members.
112 The Primary Contact must inform the Manager of any alteration to those named on the application form.
113 The action of each group member under a group membership will be taken into account when considering the continuation of the group membership. The Primary Contact is responsible for the behaviour of all other Users named on the group membership.
114 Should the actions of any group member cause concern, the Primary Contact will be contacted and the issue raised with them. All actions and correspondence in respect of the behaviour shall be between SSLL and the Primary Contact. If the behaviour of the group member concerned is considered inappropriate, the group membership may be suspended or the individual group member concerned may be removed from the group membership.

12. JUNIOR MEMBERS (AGE 8-15)

121 An adult must accompany, and be responsible for, all junior members under 8 years of age when within the Sports Centre unless attending a supervised/coached activity. When using the swimming pool, adults must supervise children in the pool on a maximum ratio of 1:2 under 8 s; children under 5 must be supervised by a responsible adult (16 and over) on a ratio of 1:1.
122 Junior members under the age of 12 are not permitted to sign in guests.
123 Children over the age of 8 are to use the changing area applicable to them. Adults must not go into changing areas of the opposite gender to check on children.
124 Children under 16 are not permitted in the Fitness Suite. The Fitness suite is accessible to children from 11 years in junior Gym sessions only.

13. LEISURE CARD HOLDERS "LCH"

131 Our Leisure card scheme is not linked to any other scheme operated by other venues in the area and cannot be used in conjunction with or at their venues.
132 LCH are entitled to use the fitness suite, on a pay and play basis after completing an induction.
133 LCH are entitled to book facilities and classes paying for each event when they participate. Bookings can be made 5 days in advance.
134 LCH who fail to attend events without cancelling will have their card suspended. More than three no shows in an 8 week period will result in suspension.

14. DATA PROTECTION

SSLL abides by the principles of the General Data Protection Regulations and will keep the information provided by the applicant for membership / the member for the purpose of administering the membership.

15. ASSIGNMENT OF RIGHTS

Rights of membership are not transferable.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

161 Subject to clause 16.2, no party who is not a party to these terms shall have any rights under or in connection with them under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy which exists or is available apart from that Act.
162 SSLL shall have the right to enforce any term of this contract.
16. LAW AND JURISDICTION
This Agreement is governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.