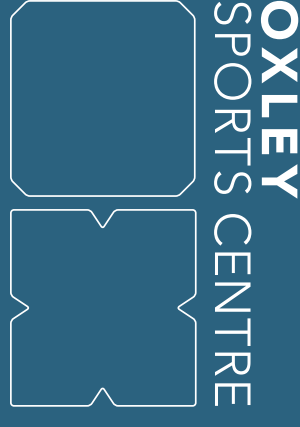


# Sherborne Sports and Leisure Limited

# Membership Application Form





### Primary Applicant

Title \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Membership No. \_\_\_\_\_

First Name \_\_\_\_\_ Surname \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Mobile \_\_\_\_\_ Tel Home \_\_\_\_\_

#### Emergency Contact:

Name \_\_\_\_\_ Number \_\_\_\_\_ Relationship \_\_\_\_\_

Medical - Please list any medical conditions that we may need to be aware of \_\_\_\_\_

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

Title \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Membership No. \_\_\_\_\_

First Name \_\_\_\_\_ Surname \_\_\_\_\_

Email \_\_\_\_\_ Mobile \_\_\_\_\_

#### Emergency Contact:

Name \_\_\_\_\_ Number \_\_\_\_\_ Relationship \_\_\_\_\_

Medical - Please list any medical conditions that we may need to be aware of \_\_\_\_\_

Full Name \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ Member No. \_\_\_\_\_

Child 1 \_\_\_\_\_

Child 2 \_\_\_\_\_

### Membership Details

Membership Category	Monthly Payment	Admin Fee	Pro Rata Payment	Total Initial 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 notice in writing to cancel. Your direct debit will be taken on the 1st of each calendar month. **Payments** - Please be aware that all one off membership payments for our fixed term subscriptions are non-refundable

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  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

Bank/Building Society Account Number \_\_\_\_\_

Branch Sort Code \_\_\_\_\_

To the Manager \_\_\_\_\_ Bank/Building Society \_\_\_\_\_  
Address \_\_\_\_\_  
Postcode \_\_\_\_\_

Reference number - Office use only

O S C \_\_\_\_\_

Signature (s) \_\_\_\_\_  
Date \_\_\_\_\_

Instruction to your Bank or Building Society  
Please pay Sherborne Sports and Leisure Limited 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 will be passed electronically to my Bank/Building Society.



## Terms and Conditions

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

Sherborne Sports and Leisure Ltd trading as Oxley Sports Centre has devised and delivers the membership program.

Membership is taken out through Sherborne Sports and Leisure Limited but daily communication will be managed by the Sport Centre Manager.

These terms and conditions apply to full, corporate, swimming members and Access 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) who are contracted to operate the membership of the Sports Centre on behalf of SSLL (as hereinafter defined).

#### 1. DEFINITIONS

1.1 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 Sports 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; References to SSLL may include references to SSLL, where appropriate and relevant information may be shared between the companies.

#### 2. MEMBERSHIP

2.1 Applications for membership may be made individually or jointly or on a group basis using SSLL's prescribed forms.  
2.2 All persons applying to become members agree to comply with these Terms & Conditions.  
2.3 On acceptance of an application and payment of all required subscription monies to join as a member, a member will be:  
2.3.1 Issued with a membership card or key fob. A photograph is required for your card / fob and will be taken and placed on record.  
2.3.2 Entitled to use the facilities at the Sports Centre which relate to the membership type held.  
2.4 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 Website.  
2.5 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.  
2.6 Members can be booked 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 will be put down as a no show. Failure to attend a booked class or activity on 2 occasions within a 2-month period will result in a loss of booking privileges, customers will be required to pay a £5.00 fee to reactivate their booking privileges.

2.7 SSLL reserves the right to terminate membership where a member has failed to pay three successive direct debit payments.  
2.8 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.  
2.9 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

3.1 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 by email) of any changes in fees prior to the date of the alteration.  
3.2 Payment for membership will be by means of cheque or credit/debit card only. Cash will only be accepted for pro rata payments or fixed term memberships.  
3.3 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).  
3.4 On signing the membership form, a member shall be required to pay:  
3.4.1 the administration fee in accordance with current tariffs;  
3.4.2 A pro rata payment for the number of days remaining in the Month of joining (based on the tariffs in place at the time).  
3.5 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).  
3.6 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.  
3.7 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.  
3.8 The administration fee shall be non-refundable in any circumstances.  
3.9 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.  
3.10 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.  
3.11 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.  
3.12 All payments are non-refundable unless otherwise provided in these Terms and Conditions and at the discretion of the Manager.  
3.13 Please be aware that all one off membership payments for our fixed term subscriptions are non-refundable.

#### 4. FACILITIES AND HOURS OF OPENING

4.1 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. There may be times in the Fitness Suite where music will not be allowed, and some exercise classes may change start times.  
4.2 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, Easter Sunday, Bank holidays & 27th-30th December. Further to this the gym will be unavailable at certain times due to use by Sherborne Girls. This information can be seen on the fitness suite timetable.  
4.3 Last access to the facilities will be 30 minutes prior to the centre's closing time.  
4.4 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.  
4.5 Closure of the pool or fitness suite for more than 48 hours shall entitle a member to claim 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  
4.6 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.

# Terms and Conditions

## 5. GUESTS

5.1 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

6.1 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 they are capable of undertaking the exercise he or she chooses to undertake at the Sports Centre.

6.2 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.

6.3 In the interests of safety, no glassware may be taken into the Sports Centre.

6.4 Users are asked not to bring bags and personal possessions, jewellery or other valuables into the Centre. Property stored in lockers provided by SSSL or its agents is stored at the owner's risk. No liability for the loss or damage to any personal property of members is accepted by SSSL.

6.5 SSSL 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 SSSL, its staff or agents.

6.6 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.

6.7 Except for any liability which cannot be limited or excluded by law, neither SSSL, its instructors or other employees, servants or agents (including every independent contractor from time to time employed by SSSL) 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, SSSL 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 SSSL shall not be in breach of this contract. This clause shall not, however, affect any member's right to cancel.

## 10. GENERAL

10.1 Members shall give written notice by completing an administration form or updating details online of any change of address or personal circumstance.

10.2 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). Members must have their photo added to their profile to prevent others using their membership.

10.3 Any member who loses their card can apply for a replacement; a charge for a replacement will be made according to current applicable tariffs.

10.4 Users of the centre are asked to wear the form of dress and footwear appropriate to the chosen activity. Users wearing inappropriate clothing and excessively baggy clothing etc will be asked to change.

10.5 Alcohol, smoking and vaping are not permitted within the Sports Centre, the car park or any of the grounds surrounding the Sports Centre.

## 11. CORPORATE/ GROUP MEMBERSHIP

11.1 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.

11.2 The Primary Contact must inform the Manager of any alteration to those named on the application form.

11.3 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.

11.4 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 SSSL 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)

12.1 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.

12.2 Junior members under the age of 12 are not permitted to sign in guests.

12.3 Children over the age of 8 are to use the changing area applicable to them. Adults must on no account enter changing areas of the opposite gender to check on children.

12.4 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. ACCESS CARD HOLDERS "ACH"

13.1 Our Access 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.

13.2 ACH are entitled to use the fitness suite, on a pay and play basis after completing an induction.

13.3 ACH are entitled to book facilities and classes paying for each event when they participate. Bookings can be made 5 days in advance.

13.4 ACH 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

SSL 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

16.1 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.

16.2 SSSL 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.

SSL abides by the principles of the Data Protection Act 1998 and will keep the information provided by the applicant for membership / the member for the purpose of administering the membership. SSSL may use your information to notify you of Sports activities organised by SSSL and we may also disclose your data to other organisations who wish to provide you with details of Sports activities.