

**PORTWAY RDC  
FITNESS MEMBERSHIP FORM**

<b>SURNAME</b>		<b>First Name</b>	
<b>Date of Birth</b>		<b>Mr/Mrs/Miss/Ms</b>	
<b>Mobile</b>		<b>Home phone</b>	
<b>Email</b>			
<b>ADDRESS</b>			
<b>City / Town</b>		<b>Postcode</b>	
		<b>How did you hear about us?</b>	
<b>Google</b>	<input type="checkbox"/>	<b>Social media</b>	<input type="checkbox"/>
<b>Walk In</b>	<input type="checkbox"/>	<b>Print</b>	<input type="checkbox"/>
<b>Other</b>	<input type="checkbox"/>		<input type="checkbox"/>

**Payment Frequency: I would like my membership:**

Annually                       Monthly

**I am a member of St Brendan's Old Boys RFC**

Yes                       No

**I enclose my completed Direct Debit Mandate (All membership fees are paid by DD)**

**Please sign to confirm that you have read and understood the Terms & Conditions and Heath Declaration**

I understand that there is a risk of injury with participating and using the gym and other facilities at the Portway RDC.

I hereby assume full responsibility for any and all injuries, losses and damages that I may incur while attending, exercising or participating in at the Portway RDC

I am aware that the gym and other facilities at the Portway RDC are not always manned by a member of staff and will use the panic alarm if required.

To the fullest extent permitted by law, I hereby waive all claims against Portway Sports Centre Limited, St Brendan's Old Boys Rugby Football Club Limited, their instructors, or partners individually or otherwise, for all injuries, claims or damages that I may incur.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Health declaration**

**OUR COMMITMENT TO YOU** We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the register of exercise professionals. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

**YOUR COMMITMENT TO US** You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

## **Term and Conditions**

In these terms and conditions 'we' or 'our' means Portway Sports Centre Limited, a company registered in England and Wales with company number 14734049.

To help you get the most out of your membership and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. If you have any questions, Please see member of our team to help you.

**Membership** – Every person who signs the membership application will be individually responsible under this agreement. This means that:

Each person will be responsible for paying all the appropriate membership fees for themselves.

Each of those people will be responsible for paying any extra charges and fees which they, any guest has to pay for using facilities and services not covered by the membership category.

Details of our email and postal address are on the website. If you need to give us evidence of certain things, you can provide them as attachments to an email. Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it.

**Membership categories** - You are entitled to use the facilities available under your category of membership. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. We may choose to stop providing certain categories

**Membership types and length of membership** – Annual Membership and Monthly Membership. Your membership will begin on the day when you make your membership application. Annual memberships will run for one year.

The monthly period from the 1st of the month after the date you made your membership application. Instead, we will treat your notice as if we received it on the first day of the following month and your membership will not change until one month after that date. If you join after the 18th of the month, you will need to pay for the rest of the current month, plus the whole of the next month. When you join, you will need to have your photograph taken. This is to allow us to check your identity when you enter the gym.

**Membership cards** – On your first visit to the gym you will receive your membership card. We may refuse entry without a membership card. If you lose your card we will replace your card, for each replacement card will charge you a fee of £5. Your membership is personal to you and you cannot

transfer it to another person. You must not lend your membership card to another person. If another person uses your membership card, we have the right to end your membership.

**Suspending your membership** - At any time (other than after you have given us notice to end your membership) you can suspend your membership for a single period of between two and nine calendar months within any twelve month period. You must tell us the start date for the suspension and the number of months you want it to last. We will charge you 15% of the relevant monthly fee for each month the membership is suspended. You can suspend your membership if you are suffering from a medical condition which means you are unable to use the gym's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy). You must give us suitable evidence. The suspension will take effect from the first day of the month following the date we receive your request and your suitable evidence. Throughout the time your membership is suspended due to a medical condition there will be no monthly fee.

At any time you can end your membership if - you are suffering from a medical condition which means you are unable to use the gym facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy); you lose your employment or are declared insolvent; you are being relocated in your employment; we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use the gym or to continue being a member. To end your membership for one of the reasons listed above, you must give us notice in writing.

**Cancelling your membership** - We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently. We may also cancel your entire membership in the following circumstances.; If you break or repeatedly breaks this membership agreement or the gym rules and you do not or cannot put it right within seven days of us writing to you about it; If, with your knowledge or permission, another person uses your membership card to get into the gym ; If you, use rude or abusive language or behaves or threatens to behave in a violent or aggressive way.; If you do not pay your membership fee when it is due, we will write to you to let you know. If you are paying by direct debit, we will try to take this payment from your account again later in the month. If that is unsuccessful, but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month.; There is a £15 fee applied for any direct debits that are rejected. Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice.

**Changing your membership fees and this agreement** - We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 5%, whichever is higher. If we do this, the new fees will come into force on 1 April each year. If we plan to increase the membership fees by more than the higher of these amounts, we will make every reasonable effort to give you at least one month's notice. We will give you notice of the change by writing to you.

**Guests** - You can introduce guests to the gym. Guests must pay the appropriate fee to use the facilities. And they must obey the rules.

**Liability** - We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of the gym.

We have the right to increase, reduce or withdraw certain facilities, services or activities in the gym either permanently or temporarily (for example, to carry out cleaning, repairs etc)

**Data protection** - We will deal with all information we hold about you in line with our privacy policy which you can get from our website at [www.portwayrdc.com](http://www.portwayrdc.com).

## **RULES AND REGULATIONS**

**General health and safety** - Safety is a priority, We do not allow animals (except for assistance dogs) in the gym or the other facilities. To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in the gym or other facilities. If you do not understand a notice or sign please ask one of our team members at the gym. Fire exits are clearly marked throughout the building. If there is a fire or if you hear the fire alarm, you should make your way out of the building through the nearest possible exit to the advertised assembly point in the car park. If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the team immediately. While you are at the gym, we expect you to behave appropriately, respectfully and politely, and dress appropriately (for example, sports shoes), at all times. We can

prevent you from entering the gym or ask you to leave if we think that your behaviour or appearance is not suitable. You should not use the gym or other facilities if you have an infectious illness or condition.

Car park - You are only entitled to use the car park while you are using the facilities. You must park only in the spaces in our car park. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders. We do not guarantee that car parking is available at the gym. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

Lockers - You bring all personal belongings to the gym at your own risk. We do not accept legal responsibility for any loss or damage to these items. If you find lost property, you must hand it into the gym reception immediately. We will hold items for three weeks before giving them to charity.

Gym and fitness facilities - If you have concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice. To make sure you get the most from every activity that you do at the gym in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity. You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity. You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a member of staff.

Bookings – All booking are available from 7 days in advance from 7am, All bookers must check in at reception to confirm booking.

Photographs and videos - You must not take photographs or videos of any children under 18 other than your own. Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first. You must not take photographs or video recordings in a changing area or toilet,. If another member is unhappy that you are filming them and makes a complaint to us, we may ask you to show us any images which you have taken in the gym and to delete them if appropriate. If a member of our team asks you to stop filming or taking photographs you must do so.