Membership Application Form

Omagh Leisure Complex

Please Select from the following options:

April 2019

ALL INCLUSIVE MEMBER £34/£39/£375.95 ☐ FITNESS MEMBER £26/£29.80/£280.80 ☐ AQUATIC MEMBER £28.85/£33.20/£314.15 ☐

ALL INCLUSIVE CONCESSION £25.50/£29.35/£257.50 ☐ FITNESS CONCESSION £19.50/£22.40/£211.00 ☐ AQUA CONCESSION £21.60/£24.90/£236.90 ☐

ALL INCLUSIVE OFF PEAK £25.50/£29.35/£257.50 ☐ FITNESS OFF PEAK £19.50/£22.40/£211.00 ☐ AQUA OFF PEAK £21.60/£24.90/£236.90 ☐

Name: ……D.O.B.:…. ……

Address: ……

……

Post Code: ……Tel: ……

e-mail: ……

I hereby apply for Membership as detailed above and declare that I have read, understood and accept the conditions attached.

Signed: …… Date:……

Please complete the section below detailing your method of payment:

DIRECT DEBIT:

Bank/Building Society:…… Name of Account Holder: ……
If different from above

Bank Account Number: ☐☐☐☐ ☐☐☐☐ Sort Code: ☐☐-☐☐-☐☐

I hereby authorise a monthly payment of **£**…….. to be paid to Fermanagh & Omagh District Council (Omagh Leisure Complex) and agree to inform Omagh Leisure Complex of any changes to account details as supplied above.
I understand I am committing to a 12 month contract and agree to abide by the terms and conditions associated with this.
..... (initial)

Signed: …… Date: ……

ANNUAL PAYMENT:

Amount Paid: £…… Date Paid: …… Start Date:……..

Office use:

Induction Completed (£10.30 or free of charge with membership) : …….. (date) Direct Debit Mandate Attached: ☐

All receipts/supporting documentation is attached ☐ Signed (Administrator):……

PLEASE BLACK OUT ALL BANK DETAILS (save last 4 digits) OF MEMBER ONCE DETAILS TRANSFERRED TO IMS SYSTEM.

Terms and Conditions
TERMS AND CONDITIONS OF MEMBERSHIP

Definitions
In These Terms and Conditions, the following words and expressions shall bear the following meanings:

the "Facilities"
means the leisure centre and facilities at Omagh Leisure Complex to be used by the member subject to these Terms and Conditions including all, services, equipment, items and related amenities.
the "Council"
means Fermanagh & Omagh District Council
the "Casual Fee"
the rate charged for each individual activity. This includes activities not included in the membership for members.
"Minimum Term"
means the minimum term of this agreement, being 12 months from the date hereof.
"Pro-Rata Payment"
means the initial fee that a member will pay on joining the Facilities, when paying by direct debit. Direct Debits are collected on 1st of each month. This is the amount of time between the join date and the first direct debit collection.
"Monthly Membership Fee"
means the monthly fee payable by members in respect of the use of the Facilities.
"Membership Fees"
means the fees payable by members in relation to their use of the Facilities (as set out in the Council's current membership price list from time to time, which is available from the Facilities' website/on request at the Facilities) and will be taken to mean Monthly Membership Fees.
"Termination End Date" means the Termination Date plus (if applicable) any Minimum Notice period;
"Minimum Notice"
means the notice period stated in Clause 5 that is required to be given by the member to the Company in order to terminate the membership.
"Freeze Period"
means the duration of time a membership may be suspended as stated in Clause 5 at the request of the applicant and approval of the management.

1. Acceptance of Membership
1.1. The decision to accept the application of a potential member shall be at the sole discretion of the Council.
1.2. The Council 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 such membership, which has a material, negative effect on our decision whether or not to accept the application for membership, could result in the cancellation of all membership rights and lead to the repayment of all monies due to the Council.
1.3. If the Council accepts the membership application, membership of the Facilities by the applicant shall commence upon the first membership payment or upon the date of this agreement, whichever is the earlier. Upon acceptance of the member, the Council shall issue a membership card. The card remains the property of the Council and entitles the holder to all rights and privileges exercisable by the category of the holder.
1.4. The acceptance by the Council of an application for membership of the Facilities shall constitute a legally binding agreement between the member and the Council. The member hereby agrees also to be bound by the rules, bylaws and regulations applicable to the Facilities, which are in force from time to time as posted within the facility and detailed on Facility pricelists.
1.5. The member has the right to cancel this agreement within 10 days of the signed start date, by sending or taking a written notice of cancellation to Omagh Leisure Complex. The Council shall refund in full any monies, which have been paid toward membership fees within the 10-day period except for that of the Induction fee which remains non refundable.
1.6. Membership cards are issued to all current members and must be shown at the Facilities reception to gain entry every time a visit is made to the Facilities. Membership cards may only be used by the registered member and any fraudulent use of the membership card will result in cancellation of that membership with no refund being made by the Council.
1.7. Membership of the Facilities is personal to the Member and cannot be assigned, transferred, or otherwise disposed of without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed. The ability to assign is subject always to the ability of the assignee to provide a warranty and representation as set out in clause 2.1 below.
1.8. The Council shall not refund Membership Fees where the member chooses not to attend the Facilities.

2. Limitation of Liability
2.1. Omagh Leisure Complex cannot be held responsible for Facilities not being available, to a material extent, for a continuous period of two weeks through circumstances beyond its control. If any Facilities are unavailable for a continuous period of more than two weeks members shall be entitled to a pro-rata refund of their membership fees in respect of the period of unavailability in excess of the initial two weeks and the nature of the Facilities which are unavailable.
2.2. Members warrant and represent that they are capable of engaging in a routine of exercise provided by any programme which they follow, or class which they attend, and that such exercise would not be detrimental to their health, safety, comfort and physical condition. Members may not exercise while either injured or under medication prescribed by their doctor without first obtaining the prior approval of such doctor.
2.3. The Council will compensate you for any loss or damage you may suffer if it fails to carry out its obligations under this agreement or to a reasonable standard or breaches any duties imposed on it by law (including if the Council causes the death or personal injury to you by its negligence) unless that failure is attributable to:
(i) your own fault:
(ii) a third party unconnected with the Council's provision of the Facilities under this agreement; or
(iii) events which neither the Council nor its suppliers could have foreseen or forestalled even if it had taken all reasonable care.

3. Membership
3.1. The categories of membership are "All Inclusive", "Fitness", "Aquatic", with off-peak and concession variations and such other categories as the Council may introduce from time to time. All categories of membership shall be subject to these Terms and Conditions of membership and to the rules, bylaws and regulations applicable to the Facilities, which are in force from time to time as posted within the facility and detailed on Facility pricelists.
3.2. The person signing the Membership Application shall be at least eighteen years of age or if the member is less than eighteen years of age the Membership Application shall be countersigned by a competent adult who agrees to take responsibility for the membership.
3.3. Any junior memberships where the member is under the age of eighteen must forfeit their concession rate and upgrade to full membership on their eighteenth birthday (unless a further concession applies).
3.4. The applicant will be required to provide a photograph as a form of identification. This may be in form of a digital photo taken onsite at the time of joining.

All data is collected, processed and stored in accordance with the Data Protection Act 1998.

4. Membership charges: Membership Fees
4.1. Membership Fees must be paid in advance either monthly or in one lump sum equivalent to the 12 month fee. The Monthly Membership Fees must be paid by Direct Debit on the first day of each month.
4.2. This clause constitutes advance notice of payments to be collected by Direct Debit and confirmation of the Direct Debit Scheme Guarantee (as set out in the Direct Debit Instruction Form). This document should be retained for future reference.
4.3. The Pro-rata Payment will be calculated in relation to the appropriate monthly Direct Debit payment by reference to the number of days between the date on which membership commences and the last day of the month in which membership commences (both days inclusive). Thereafter the Membership Fee will be payable monthly in advance by Direct Debit on the first day of each month.
4.4. The Council shall not be entitled to change the Membership Fee during the Minimum Term. After the Minimum Term the member shall be given not less than 30 days written notice of any change in the Membership Fees. Upon the expiry of such notice period, if the member does not wish their membership to continue at the increased Monthly Membership Fee, the member shall be entitled to cancel their membership, with immediate effect, without incurring any further charges after the date of cancellation.
4.5. At the end of the Minimum Term this agreement will continue in force on a month by month basis until cancelled or terminated in accordance with these terms. The Membership Fees payable each month shall be at the prevailing rate set out on the Facilities pricelist.
4.6 Concession membership applies only to those aged under 18 years and 60 years and over. In addition, those registered disabled are also eligible for concessionary rates. Documentary evidence of all concessions are required, e.g., birth certificate, passport, blue badge etc.

5. Cancellation/ Suspension of membership
5.1. Members are not permitted to cancel their agreement during the Minimum Term. If a Member purports to cancel their agreement during the Minimum Term Fermanagh & Omagh District Council shall be entitled to continue to collect the Monthly Membership Fees at a reduced rate of 75% of the prevailing Membership Fees as set out at the Facilities pricelist for the duration of the Minimum Term. Members may cancel their agreement by no less than 30 days written notice taking effect upon the expiry of the Minimum Term. After the expiry of the Minimum Term, the member can, at any time, cancel their membership by providing the Council with thirty days written notice addressed to the Facilities. The membership will be cancelled with effect from the last day of the month following the completion of the thirty day notice period. All Membership Fees will be payable up to the date of cancellation. The Council, may, at its discretion, permit cancellation before the minimum term in exceptional circumstances, for example, sudden illness/medical issue. Documentary evidence will be required in the determination on whether cancellation will be considered e.g., letter from consultant/G.P.
5.2. Note: It is very important that you ensure you have sufficient funds in your account for collection on 1st of each month. Where a Direct Debit has failed, the membership shall be suspended until payment is received. Any member who falls behind in payment for more than 30 days will forfeit his/her membership and subsequent re-instatement of the membership will be subject to the current membership fees applicable at the date of re-instatement and settlement in full of any outstanding arrears If the Direct Debit rejection is for 'Insufficient funds' Fermanagh & Omagh District Council will 'represent' for payment once more, for that month's fee. If the rejection is for anything else, Fermanagh & Omagh District Council will not attempt to a second collection in the same month. All second representations are set to collect on the 15th of each month. Each member will get a communication (email/letter) advising them of the rejection & representation (if applicable). Please note, some banks apply charges for 'Insufficient Funds' rejections, please check with your bank for individual fees charged by them.
5.3. Failure to collect fees following second representation on 15th of month will initiate an email/letter giving your notification that you have an outstanding instalment on your subscription account. This will include an additional £10 Administration Fee.
5.4. The Council reserves the right to terminate membership of the Facilities [or refuse to renew the membership of any member] where a member commits a material breach of these Terms and Conditions OR whose conduct is or may, in the Council's reasonable opinion, be detrimental to the goodwill or reputation of the Facilities.
On and after the date of termination ("Termination Date"), the (former) member shall:
(a) forfeit all benefits and/or rights it has or may have in relation to Membership, the Facilities or the Council;
(b) (if applicable) be entitled to receive from the Council, within [28] days of being notified by the (former) member, reimbursement of the Advanced Payments but only for the proportion of Advanced Payments that relates to Membership after the Termination End Date LESS any amount properly owed and due under limb (c) below; and
(c) pay the Council, within 7 days of being notified by the Council, for any charges, damages, costs or expenses (including (but not limited to) any outstanding Membership Fees, Pro-rata Payment, Casual Fee or administration fees) that are properly due and remain unpaid as at the Termination Date.
5.5. Members may request to "freeze" their membership contracts for a minimum period of 1 month and maximum period of 3 months once in any 12 month rolling period. This is at the sole discretion of the management and does not alter or forfeit any or all of the terms and conditions contained within this agreement during the freeze period.

6. General Facilities
6.1. Certain categories of membership do not include rights to use all the Facilities. Facilities not so included may be provided at an additional charge at the Council's discretion at the Casual Fees in force from time to time. Details of the Facilities included in each category of membership are available on the Facilities' literature and website.
6.2. Members should seek instruction before using unfamiliar equipment.
6.3. Members who fail to attend pre-booked activities will be charged the full Casual Fee for the activity in question in line with the Council's cancellation policy (which can be found on the Council's website or displayed prominently in the leisure centre), except where members non-attendance is due to the fault of the Council. The cancellation policy may change from time to time, notification of any change will be displayed prominently in the leisure centre and on the Council's website.
6.4. The Council reserves the right to make reasonable alterations to the type of Facilities provided on reasonable notice to members and the Council shall not be liable for any inconvenience caused by such alterations. If such alterations are made to the dissatisfaction of any member they will be entitled to cancel their membership with immediate effect without incurring any further charges after the date of cancellation.
6.5. Details of the Facilities current opening hours are displayed on the Facilities. The Council may sometimes need to change opening hours. If the Council needs to do this it will, where reasonably possible, display notices on the Facilities notifying members of the change. The Council shall endeavour to give two weeks prior notice of the change in opening times but, where this is not possible, it will endeavour to give reasonable notice of such changes. If the Council makes a significant change to the opening hours, members will be entitled to cancel their membership with immediate effect without incurring any further charges after the date of cancellation.
On occasions when necessary maintenance is required or special events are being held, the Facilities or part thereof may be closed, or unavailable. Members will, where possible, be given fourteen days prior notice of any such closure or unavailability. If such closure or unavailability continues for fourteen days then pro-rata refunds of Membership Fees will be available in relation to the period of closure or unavailability in excess of fourteen days and to the nature of the Facilities which are unavailable.

General Data Protection Regulations (GDPR) came into effect on 25 May 2018. To help us comply with GDPR consent requirements, we need to confirm that you would like us to contact you. I consent to receive information from Omagh Leisure Complex by post, text or email Please note that you can request that your details are removed from our mail out list at any time by contacting Omagh Leisure Complex. For more information about how we use your data please see our Privacy Notice at www.omaghleisurecomplex.com

Signed: _____ Date: _____

Member (or on behalf of Member if under 18)