

JOINING FORM

To join The Sandpiper Health Club please fill in your details below, stating which type of membership you require.

NAMES

(Please state your date of birth if under 16 years)

1. _____
2. _____
3. _____
4. _____

TYPE OF MEMBERSHIP

(Please see membership form)

ADDRESS

EMAIL ADDRESS

POSTCODE: _____ TEL: _____

*We will use email to communicate all membership related matters. If you are happy for us to also email you to update you on offers and news, please tick this box

Please specify how you became aware of The Sandpiper Health Club: _____

Start Date: _____ Membership No: _____

I hereby apply for club membership to The Sandpiper Health Club. I agree that if my membership is accepted I will pay the amount stated below. **PLEASE NOTE: Making payment for, or taking up a membership indicates your acceptance of the Health Club terms and conditions. These are printed overleaf and available online.**

Signed: _____ Signed (on behalf of Health Club): _____

PAYMENT WITH APPLICATION

1x Monthly Subscription @ M/ship type/s: _____ JOINING FEE: _____

*Your initial payment can be made by credit/debit card. TOTAL: _____

Cheques made payable to 'The Sandpiper Health Club' Monthly payments thereafter by Direct Debit £ _____

Your Direct Debit payment will be collected on or after 5th of each month, starting 1 calendar month from the commencement of your membership. For example if your membership is taken out on 14th April, your first payment will be due on 5th May.

THE DIRECT DEBIT GUARANTEE

- 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.
- If the amounts to be paid or the payment dates change The Sandpiper Health Club will notify you 10 working days of your account being debited or as otherwise agreed.
- If an error is made by The Sandpiper Health Club or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid. If you receive a refund you are not entitled to, you must pay it back immediately when requested by The Sandpiper Health Club.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

Account Name: _____

Account Number:

Sort Code:

Originator's I.D Number: 757852

Originator's Reference:

The Manager: _____

Branch: _____

INSTRUCTIONS TO YOUR BANK/BUILDING SOCIETY TO PAY BY DIRECT DEBIT

- Please pay The Sandpiper Health Club by direct debit from the account details in this instruction subject to the safeguards assured by the Direct Debit Guarantee.
- I understand that this instruction may remain with The Sandpiper Health Club and if so, details will be passed electronically to my bank/building society.

Signature: _____

Date: _____

TERMS & CONDITIONS

ACCEPTANCE AS A MEMBER

- (a) The Proprietor has an absolute discretion upon whether to accept the application for membership of an applicant as a Member of the Club. If an application for membership is accepted by the Proprietor, membership of the Club by the applicant shall commence upon the day of acceptance. Upon acceptance, the Member shall be issued with a Membership Card/Wristband personal to him/her and shall be entitled to all of the rights and privileges exercisable by the class of Members for which his/her application for membership has been accepted. Entry to the Club is gained on presentation of a valid membership card/wristband.
- (b) Acceptance by the proprietor of an application for membership of the club shall constitute a binding contractual arrangement between the proprietor, the manager and the applicant upon the terms and conditions of membership and the rules of the club.

LIMITATION OF LIABILITY

In consideration for the Club accepting his/her application for membership of the Club, and for he/she becoming and remaining a Member of the Club, the Member agrees that:

- (a) Neither the Proprietor, the Manager or the employees or agents of the Proprietor or the Manager shall be liable for any loss, damage or theft of personal property belonging to the Member, or any guest of the Member; occurring upon the Club premises.
- (b) Neither the Proprietor, or the Manager, or any employee or agent of the Proprietor or Manager shall be responsible for any death or injury occurring upon the Club premises or as a result of the use of facilities and / or equipment provided by the Club, except to the extent that such death or personal injury arises from any negligent act or omission of the Proprietor, the Manager or any agent or employee of the Proprietor or the Manager.

PHYSICAL CONDITION OF MEMBER

The Member warrants and represents that he/she is in good physical condition and that he/she is capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition. Members must not use the Club premises whilst under the influence of alcohol, anti-coagulants, anti-histamines and narcotics. Any Member with diabetes, heart disease, high or low blood pressure must ensure it is safe with his/her doctor. Written evidence may be requested.

ASSIGNMENT

Membership of the Club is personal to the Member and cannot be assigned, transferred or otherwise disposed of. The Member shall not lend his/her membership card or wristband or permit it to be used by anyone but the Member. The Proprietor may assign the benefit of the Agreement to a third party at any time without notice of the Member.

CONSTITUTION

- (a) The Club is a proprietary Club, the Proprietor being The Sandpiper Health Club and is owned by Crosthwaite Hotels (Westmorland) Ltd. ('The Club Management')
- (b) The Club premises shall be located at The Sandpiper Health Club, Lancaster House, Green Lane, Ellel, Lancaster, LA1 3GJ.

MEMBERSHIP SUBSCRIPTIONS

- (a) When a member is accepted for membership, their first payment will be made upon joining. All further payments will be taken by Direct Debit.
- (b) Subscriptions may be increased by the Proprietor at any time. The Proprietor shall give the Member not less than 30 days' notice prior to any such increases.
- (c) A Joining Fee at the prevailing rate will be payable on commencement of your membership. This is per person and is non-refundable.
- (d) Membership Types - specific terms apply to each membership type. A member must comply with those terms and meet all requirements to continue to qualify for the membership type and any associated rates or benefits.

TERMINATION OF MEMBERSHIP

The Manager may terminate the membership of any Member:

- Without notice and with immediate effect without refund in the event of a Member committing a serious or repeated breach of the Club rules and may terminate membership without cause upon refunding the unexpired portion of his/her current subscription.

- If any part of the Membership Subscription remains unpaid 14 days after the date due for payment, all monies owing to the Club in accordance with the contractual agreement will become due immediately.
- Cancellation:
 - The Member may cancel membership by giving one month's notice
 - In those cases where membership has been paid annually in advance, any refund applicable will be calculated as if the Member had been paying on a monthly basis. Any refund will be calculated from the first full month, following receipt of notice of cancellation.

HOURS OF OPENING

The Club's normal hours of operation and the hours in which any facility within the Club are available to Members can be obtained from the Manager upon request. Such hours may be lengthened or shortened at the discretion of the Manager, without any prior notice to Members being given. The Manager shall however endeavour to give reasonable notice of any lengthening or shortening of such hours. A 'child' as defined in the Club Membership type and fees is 3 years to 15 years inclusive and will be subjected to the following opening times from 8:30am to 8:00pm daily. Note: Children must have vacated the premises by 8pm.

GENERAL

- Fraudulent or wrongful information given in order to obtain a discounted membership will result in the cancellation of all membership rights and any action deemed necessary by the Proprietors.
- In the event of any default of the Member, the Proprietors may disclose personal particulars contained in the membership agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
- If through circumstances beyond the control of the Proprietors, the Club is unable to provide the full range of services as advertised, The Member shall remain liable for all membership fees.
- Membership cards/wristbands are charged for on commencement of your membership and remain the property of the Proprietors. There is a fee for replacement of lost or damaged cards/wristbands.
- The Proprietor retains the right to vary, add or eliminate any of the particular services and facilities provided within the Club from time to time.
- Any person wishing to become a Member of the Club must complete the ascribed membership form and submit it to the Club Management with the relevant fee.
- The Club Management reserve the right to reject any application or renewal without stated reason.
- On acceptance to the Club, the Member shall receive a membership card/wristband which must be shown on each arrival at the Club reception. Failure to do so on more than 2 occasions may mean refusal of admission or payable fee for replacement.
- Members will be responsible for ensuring their children and guests observe the rules. Failure to do so may lead to termination of membership.
- Children under the age of 16 years must be accompanied by an adult at all times. Children under 16 are not permitted in the gymnasium or studio based classes under any circumstances.
- A maximum of two guests shall be signed in by a Member at any one time unless pre-arranged with the Management. Guests may not remain on the Club premises longer than the introducing member. Guest fees apply.
- No credit is allowed to Members or guests.
- No Glass is allowed in the Club premises
- No persons in swimming costumes are allowed into the 'dry' areas from the 'wet' areas.
- Lone bathers must contact a member of staff before entering the pool for safety reasons.
- Membership subscription can only be put on hold due to injury or illness with a valid doctor's certificate and must be notified in advance.
- The Club will not discriminate against any individual on the grounds of race, religion, creed, disability or sex.
- The Health Club will communicate all club related matters by email and / or Social Media as appropriate.

CLUB RULES

- All Member and Guests must adhere to the Club Rules posted around the Club. Copies are available on request.
- Making payment for, or taking up a membership, indicates your acceptance of the Health Club terms and conditions as stated above.