

Invigor8 MEMBERSHIP AGREEMENT

Mr, Mrs, Miss, Other: First name:

Surname: Date of birth:

Address:

Postcode:

Proof of address supplied

Telephone: Mobile:

Email:

MEMBERSHIP TYPE:

Inclusive Plus Standard Teen/junior

Family Class Standard Class Plus

Corporate (if yes, please state employer: Issued from:

HOW DID YOU FIND OUT ABOUT US?

Advert Radio Word of mouth Direct Mail

Website/ Social Media Event Poster/Leaflet Other:

EQUALITY PROFILING:

The following information is voluntary and will be used for equal opportunities monitoring only:

What is your ethnicity?

White Mixed Asian or Asian British Black or Black British

Other Prefer not to say

Do you consider yourself to be a disabled person?

No Yes (if yes, please tick the box/boxes that apply below)

Physical Disability Mental Health Learning Difficulty Other:

DATA PROTECTION:

The photograph on your membership card is to ensure easy identification of our members. The image is held electronically and securely. **Junior members** aged under 16 years, require parental consent prior to your photograph being taken. (please ask your parent/guardian to complete below)

I Relationship: consent to the photography of my child.

Signed: Date:

MEMBERSHIP AUTHORISATION

I wish to apply to become an Invigor8 Member. I have read and understood the terms & conditions overleaf.

Signature (Member) Signature (Wirral Council)

Date: Staff ID:

The council may use this information to provide / inform you of additional benefits or services that you may be interested in. If you wish to receive this information, please tick this box

Invigor8 TERMS & CONDITIONS

If you do not understand any of the below terms, please do not hesitate to ask for clarification.

1 SUBSCRIPTIONS

- 1.1 Your subscription will begin on the day you join and pay the initial fee.
- 1.2 The subscription must continue for the minimum time to allow at least one Direct Debit payment to go through the bank. Cancellation of your subscription requires a minimum of 10 working days notice prior to the end of the calendar month and must be in writing. We will confirm your cancellation in writing.
Email: bookingsandinformation@wirral.gov.uk or write to Memberships and Payments, West Kirby Concourse, Grange Road, West Kirby, Wirral CH48 4HX.
- 1.3 Your membership is personal to you. You cannot transfer it to another person.

2 FEES

- 2.1 You must pay an initial fee of £..... when you apply for your subscription. Your initial fee covers use of the facilities applicable to your subscription type until the first payment from your bank account of your monthly subscription fee pursuant of charge.
- 2.2 A monthly subscription fee of £..... will be due on payment date each calendar month.
- 2.3 We may change the amount of monthly subscriptions. If we do, we will write to you at the address you have given us.
- 2.4 You may choose to pay all your monthly subscription fees in one annual lump sum on the day you join. £.....
If you purchase a promotional Membership you agree to pay an initial fee of £..... and followed by a monthly subscription fee of £..... due on the payment date each calendar month for a period of months.
- 2.5 Monthly fees are payable even if you do not use the Facility.
- 2.6 An administration charge will become due if we fail to collect your monthly payment.
- 2.7 We reserve the right to incur full admission charges for dishonoured bookings, regardless of membership type.
- 2.8 An administration fee maybe applied to any unauthorised cancellations, when reinstating direct debit payment membership scheme.

3 FACILITIES AND YOUR SUBSCRIPTION

- 3.1 You are entitled to use the facilities available to your category of subscription. You may have to pay additional charges to use activities within the facility.
- 3.2

4 OUR LIABILITY TO YOU

- 4.1 We shall compensate you, or your estate in respect of: any uninsured loss or damage to your personal property; or your death, or any personal injury suffered by you to the extent that the same is caused directly by: our negligence; or our breach of this Agreement or any term implied by law, except where such breach is caused by you or an event outside our reasonable control.
- 4.2 Subject to clause above all liability to you is excluded.

5 SUSPENSION/ CHANGE OF CATEGORY OF SUBSCRIPTION

- 5.1 In exceptional circumstances you may apply in writing to request a suspension of your Subscription. This will be at the discretion of the Membership & Payment Team.

6 CANCELLING YOUR SUBSCRIPTION

- 6.1 We can cancel your subscription immediately if: you commit a serious or repeated breach of this agreement or the Facility rules and, if that breach is capable of being remedied, it is not remedied within 7 days; In our reasonable opinion your behaviour is likely to endanger other members, their guests or staff, or adversely affects the Facility or our reputation; If any amounts you owe us remain unpaid 30 days after the due date; or If you provide us with details

you know to be false when applying for subscription and those details reasonably affected our decision to grant you membership.

- 6.2 If we are required to cancel your subscription for any breach of contract by yourself, we will not refund any or part of your subscription fee.
- 6.3 We may prevent you entering the Facility if we have cancelled or agreed to suspend your subscription.
- 6.4 If you cancel your subscription we will not refund any subscription fee paid in advance which relates to a period after cancellation.

7 RULES

- 7.1 You must comply with the Facility Rules, which form part of this agreement.
- 7.2 We may change the Facility Rules at any time. We will post notice of any changes on the Facility Notice Board.

8 JOINT MEMBERSHIPS

- 8.1 If you join as a couple or family both / all of you are liable on a joint and individual basis for all of the member's obligations under this Agreement.
- 8.2 If one of you gives notice to us, we can treat it as applying to both / all. If we give notice to one of you it will be treated as applying to both / all.

9 CHANGING THIS AGREEMENT

- 9.1 We can change this agreement at any time. We will give you one month's notice of this change in writing at the address you have provided. If you purchase a subscription during the one month notice period your subscription will automatically change and be replaced by the new terms as explained in the accompanying letter.

10 DEFINITIONS

- 'You' - the subscriber named above
'We and us' - Metropolitan Borough of Wirral
'Facility' - Metropolitan Borough of Wirral
'Agreement' - your application form, these terms and conditions of subscription

11 FACILITIES

- 11.1 Before using any exercise equipment you must complete our questionnaire and a supervised induction session. We can refuse access to such facilities if we consider that your health may be adversely affected.
- 11.2 You must not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during any activity. If you have any concerns about your physical condition you must stop activity and consult your doctor.
- 11.3 We may change the Facility's opening times or withdraw any of the facilities at any time if we need them for tournament, exhibitions or other activities, or in connection with any repairs, alterations or maintenance work, or for any other reason. We will display notice of any minor changes on the Facility Notice Board. If we need to make any significant change to opening hours or facilities, we will display details on the Facility Notice Board.

12 SUBSCRIPTION CARDS

- 12.1 We will give you a subscription card, which you must use each time you use the facilities. If another person uses your card, we will cancel your subscription.
- 12.2 If you lose your card, we can charge a fee to replace it.

13 CONDUCT

- 13.1 We reserve the right to refuse access to the facilities if we believe the subscribers conduct or appearance is inappropriate.