

Membership Application Form

External, Bentley Contractor and Retired Colleagues

PERSONAL DETAILS – Main Member

First and Middle Name	Surname	Gender (circle)	Date of Birth	Age
		Male / Female		
Address				
				Post code
Contact Number		Email address		

PERSONAL DETAILS – Additional Member

First and Middle Name	Surname	Gender (circle)	Date of Birth	Age
		Male / Female		
Address				
				Post code
Contact Number		Email address		

MEMBERSHIP TYPE (please tick)

Bentley

Contractor Single	£17.00	<input type="checkbox"/>	Contractor Partner	£25.00	<input type="checkbox"/>
Contractor Family	x 1 = £33.00	<input type="checkbox"/>	x 2 = £41.00	x 3 = £49.00	<input type="checkbox"/>

Non Bentley

On Peak Single	£25.00	<input type="checkbox"/>	On Peak Partner	£40.00	<input type="checkbox"/>
Off Peak	£17.00	<input type="checkbox"/>	Emergency Services / Teacher*	£20.00	<input type="checkbox"/>

*ID to be shown (DELETE AS APPROPRIATE)

REA Single	£12.00	<input type="checkbox"/>	REA Partner	£17.00	<input type="checkbox"/>
Tennis Single	£10.00	<input type="checkbox"/>			

INTERIM PAYMENT AND MEMBERSHIP CARD FEE

Interim Fee

Amount £ _____ Date _____ Staff Initials _____

Membership Card Fee £5.00 per card

Main Member £5.00 Additional Member £5.00

IMPORTANT

All membership payments are deducted from each individual's bank account, in the instance that the membership is a joint, the payment will be deducted from one account only. Please complete a standing order form and return it to Legends, who will then forward it onto your bank. Your first payment (cash) to Legends will be calculated on the number of days left until the end of the month and a non-refundable £5.00 membership card fee must be paid. **Should you wish to cancel your membership you will need to complete a cancellation form and return it to Legends. It is your responsibility to contact your bank and cancel your standing order. Legends do not accept responsibility for any monies owing to you should you fail to do this.**

CUSTOMER AGREEMENT

To the best of my knowledge the above details are correct.

Please note any false information may result in your membership being cancelled with or without notice.

Main Member Signature: _____ Date: _____

Additional Members Signature: _____ Date: _____

Legends Staff Signature: _____ Date: _____

Office Use only

Main Member card number: _____
 Induction / Programme Date _____ Time _____ With _____ Staff initials _____

Additional Member card number: _____
 Induction / Programme Date _____ Time _____ With _____ Staff initials _____

Terms and Conditions

Starting your Membership

1. You will need to pay an initial pro-rotta payment to cover the period of joining to the next valid standing order/pay date available.
2. Bentley Colleague memberships are as follows:-
 - **Single** - This applies to the Bentley colleague payable through payroll.
 - **Joint/Partner** - This applies to the Bentley colleague and either their Spouse or Partner, all must live at the same address and proof must be given at the time of joining. The SAP holder is responsible/liable for the behaviour of the said party. Payment is payable through payroll.
 - **Family** - This applies to a Bentley colleague and partner and their immediate child/ren. The child/ren must be between the ages of 16 and 21. Once the child/ren reach the age of 21, they must take out their own individual membership. The external rates should then be adhered to. The SAP holder is responsible/liable for the behaviour of the said parties and all payment payable through payroll.
 - **Tennis** - This applies to Bentley colleagues and only allows access to the Tennis Court and changing facilities. This membership does not include access to the fitness suite or classes. All payment payable through payroll.
3. External Memberships are open to the general public over the age of 18.
 - There is a £5 fee for a Legends external membership card.
4. External discounted memberships are available for the emergency services (Forces, Fire, NHS, Teachers) proof of employment must be provided prior to signing this agreement.
5. Your Standing Order/payroll payment is a rolling payment and has no 'END' date. You must inform us giving us at least **1 CALENDAR MONTH** notice in writing for us to cancel your membership. If you pay by standing order it is your responsibility to cancel this with your bank, Legends cannot be held responsible for you failing to do this and will be unable to refund any monies received post cancellation.
6. A fitness induction must be completed prior to your membership commencement. Failure to complete this will result in your membership being placed in a suspended state; we do not take any payment until the date of the induction.

Ending/Cancelling your Membership

- **TERMINATION BY US**

Without prejudice to any other rights or remedies which the parties may have, we may terminate the Contract immediately on giving notice to you:

 - (i) If you fail to pay any amount due under the Contract on the due date for payment and such sum remains in default not less than 28 days after you being notified in writing to make such payment.
 - (ii) If you commit a material breach of the Contract, Gym Etiquette and Conduct as referred to in Clause 4 (General Terms).
 - (iii) For any other reason that we consider in our absolute discretion warrants termination of the Contract which may be immediate in which case any payment made for the month shall be refunded but not otherwise.
- **TERMINATION BY YOU**
 1. Bentley Colleagues are to give 1 months' notice of cancellation and no monies to be refunded.
 2. External members to give one months' notice for us to terminate their membership.
 3. It is the responsibility of the member to cancel their own Standing Order, failure to cancel on time for any reason results in no monies refunded.
 4. Cancelling your standing order does not constitute cancellation of your Contract.
 5. We are entitled to retain any Membership Fees where you have not followed the correct cancellation process.

General Terms

1. All members must swipe into the facility using their membership card. This allows us to verify your identity when entering the facility.
2. Members must either secure their personal belongings on their person or secure those in a locker provided by Legends, during the occasions Legends is used. Legends, its employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto our premises either secured or not secured in a locker.
3. Lockers must be emptied every night and any contents found within will be stored for a period of 48 hours (excluding any wet items) and will be deemed as lost property. After 48 hours, the property will be disposed of if not claimed.
4. You agree to be bound by and observe the Gym Etiquette within Legends and acknowledge that we may amend this at any time and at our discretion.
5. You will not under any circumstances abuse the facilities or equipment of Legends or its employees or any other member. You will pay for any damage to our property caused by you.
6. You acknowledge that it may be necessary for us to close parts of or the whole of Legends from time to time to carry out refurbishments, repairs or company functions and that this may disrupt our provision of the services offered and agree that any such disruption shall not constitute a material breach of the Contract.

Limitation of Liability

- **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

This condition sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and Subcontractors) to you in respect of:-

 - (i) Any breach of the Contract.
 - (ii) Any use made of the Services.
 - (iii) Any representation statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. We shall not be liable for any Services offered by any third parties including Personal Trainers who are self-employed. Nothing in these Conditions limits or excludes our liability:

 - (i) For death or personal injury resulting from negligence.
 - (ii) For any damage or liability you incur as a result of fraud or fraudulent misrepresentation.
 - (iii) To pay reasonable compensation should you suffer loss or damage caused by our negligence.

Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Subject to the other provisions of this clause, our total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the charges that you have paid to us in the 1month period preceding the date of the act or omission query giving rise to the claim.
- The above limitations do not exclude the right of the member to recover any appropriate loss under the law having regard to the Unfair Contract terms Act 1977 and/or the Unfair Contract terms in Consumer Contracts Regulations 1999 or other relevant consumer legislation or at common law.

Please sign to say that you have read and understood these terms and conditions

Signature.....

Date.....