



MEMBERSHIP APPLICATION FORM

'The Member' Personal Details BLOCK CAPITALS PLEASE

Title: Mr/Mrs/Miss/Ms		House No:	
Surname:		Street:	
Forename:			
Date of Birth:		Town:	
Married [] Single [] Partner []		County:	Postcode:
Occupation:		Employer Name:	
Email (Home):		Work Tel:	
Email (Business):		Home Tel:	
Membership No:		Mobile:	
Membership Category:		Commencement Date:	
FINANCIAL PARTICULARS		REPAYMENT	
Pro-Rated Dues		Installment Amount	
Administration Fee		First Installment Due	
Photo ID shown Bank details verified		Subsequent installments due on or around this date and	
Total		each month thereafter	

SIGNED ON BEHALF OF THE MEMBER

Member's Signature Date of Signature

SIGNED ON BEHALF OF Newtownabbey Borough Council

Print Name Signature Date..... Code VLC BLC SLC

BOOKING CLASSES ONLINE: Your Login Your Password

TREAT A FRIEND

Full Name	Address	Postcode:	Tel Number:

How did you hear about us:

Flyer Newspaper Bus Shelter Leisure Centre Referral Citybeat U105 Other

Induction Date:	Time:
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White Copy: NBC Pink Copy: Eagle Yellow Copy: Member

Newtownabbey Borough Council, Mossley Mill, Newtownabbey, BT36 5QA

✉ zestfitness@newtownabbey.gov.uk

Zest Fitness Club Agreement

Membership Terms & Conditions

1. ABOUT THIS AGREEMENT

1.1. References to 'you', 'your' and 'yours' are references to the individual completing the membership application form.

References to 'we', 'us' and 'our' are references to Zest Fitness Clubs referred to on this application form, operated by Newtownabbey Borough Council (Leisure Services Department) Mossley Mill Newtownabbey Council Offices, BT36 5QA.

The "Agreement" means the membership agreement entered into between you and us, which incorporates the application form, the pre-activity readiness questionnaire ("PARQ"), these terms and conditions and the Club Rules.

Club

The 'Club' means the individual Zest Fitness club of which you are a member.

The "Club Rules" mean the operational rules procedures and guidelines applicable to the Club.

Members

A "Direct Debit Member" is a Club member who pays the Subscription Fee by monthly direct debit.

A "Prepaid Member" is a Club member who pays the Subscription Fee annually or 6 months in advance.

Fees

An administration fee will apply to each individual member joining.

The "Subscription Fee" means the annual Club membership fee, payable either in full, 6 months or monthly in advance by direct debit.

1.2. Your membership Agreement applies to Sixmile, The Valley and Ballyearl Leisure Centres. Your membership applies to all three Leisure Centre sites. All Zest Fitness clubs operated by us have their own Club Rules. These are available and displayed at the specified Club and you acknowledge that you have access to a copy of the relevant Club Rules. The Club Rules form part of this Agreement.

2. MEMBERSHIP DURATION

2.1. Subject to section 2.3 and 2.4, the membership period is in advance on a month to month basis or prepaid for 12 or 6 months commencing on the day following receipt of your administration fee and/or the 6/12 month Subscription.

2.2. If you are a Prepaid Member, unless your membership has been brought to an end early in accordance with this Agreement, we will write to you giving you not less than 4 weeks' notice of the expiry of the 12 month term and offering you the opportunity to renew your membership for a further 6 or 12 months. Our letter to you will indicate the new Subscription Fee payable for the next year or 6 months and any other revised terms.

2.3. If you are a new Direct Debit Member, you are required to pay your cancellation month in advance, this ensures completion of the agreement should you choose not to give us 30 days notice in writing. If you wish to terminate, it is your responsibility to instruct your bank to stop the direct debit payments at the end of your membership period.

2.4. If within 14 days of the commencement of your membership you wish to terminate this Agreement you must notify the Club in writing within that 14 day period, in which case we will agree to terminate the Agreement and refund you the Subscription Fee, less the administrative charge. This termination date only applies within the first 14 days of membership.

2.5. You will be issued with a membership card, which remains our property. On termination of this Agreement for any reason, you must return it to us.

3. FEES

3.1. The basic membership fee structure comprises of a Subscription Fee ("Membership Fees") and an administration fee. Payment of Membership Fees entitles you to the use of all three Club facilities and free selected classes during Club opening hours. Other charges which are in addition to membership fees vary by Club and include charges for equipment hire, olarium and beauty treatment fees, locker hire, guest fees etc. All published Fees and other charges are inclusive of VAT. You agree to pay VAT at the applicable prevailing rate and any other direct or indirect taxes or levies imposed on us in connection with the provision by us to you of our services under this Agreement.

3.2. We have the right to review the Subscription Fee and Administration Fee at any time. NBC currently implement an annual price review on 1st Sept each year.

(i) If you are a Prepaid Member the price review in the Subscription Fee will not affect you until you renew your membership under Section 2.2 at the end of the 6 or 12-month period.

(ii) If you are a Direct Debit Member we will write to give you 10 days notice of the review in the Subscription Fee and the revised monthly payments.

4. YOUR OBLIGATIONS

4.1. You agree to pay the Subscription Fee and the administration fee;

4.2. When applying for membership, photographic proof of identification must be shown as procedure. Should ID not be produced on signing up, the membership application shall be with held until this is produced.

4.3. When applying for a Direct Debit membership, bank details must be verified by a member of staff using a bank card, cheque book or bank statement. Should the bank details relate to another person, the identity of the holder of the bank account must be verified.

4.4. To comply with Club Rules;

4.5. To observe in particular all health and safety rules regarding usage of Zestfitness Clubs;

4.6. To use the Club equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the Club and its facilities.

5. CANCELLATION BY YOU OR US

5.1. Subject to 2.4, if you are a Prepaid Member and wish to cancel your membership early ahead of the 6 or 12 month period, we will not make a refund of the Subscription Fee, administration fee or any part of them.

5.2. In addition to our termination rights under Section 6 below, if it becomes unreasonable for us to continue this contract we may terminate the Agreement on 10 days written notice by providing you with written notice of our reasons for the termination. For example, we may have taken the decision to close the Club permanently. If you are a Prepaid Member a proportionate amount of the Subscription Fee will be repaid to you for the unexpired duration. If you are a Direct Debit Member no further payment will be due from the date of termination and an appropriate refund of the monthly direct debit payment in respect of the month of termination will be made if applicable.

6. TERMINATION BY EITHER PARTY FOR BREACH

6.1. We may terminate your Membership:

(i) on 10 days' written notice if any unpaid fees or charges remain unpaid for 90 days or more; or

(ii) immediately at our absolute discretion if you are in serious breach of this Agreement (which includes the Club Rules) or commit repeated minor breaches.

If we do terminate your membership for any of these reasons you shall not be entitled to any repayment of the Subscription Fee or administration fee.

6.2. You may terminate your Membership by giving us 30 days notice in writing if:

(i) We significantly reduce the facilities or opening hours of the Club for a period of more than 8 weeks at a time;

(ii) We change the location of the Leisure Centre; or

(iii) We close the Club for refurbishment for a period of more than 8 weeks at a time.

We will use our reasonable endeavours to give you at least 45 days notice of the change (either in writing or by prominently displaying a sign in the Club). If you

terminate your membership for these reasons and are a Prepaid Member a proportionate amount of the Subscription Fee will be repaid to you for the unexpired duration. If you are a Direct Debit Member no further payment will be due from the date of

termination and an appropriate refund of the monthly direct debit payment in respect of the month of termination will be made if applicable. A cancellation form is also available at the club reception to complete to request a membership cancellation.

7. MEMBERSHIP SUSPENSION

7.1. Provided that all fees have been paid and up-to-date you have the right to suspend your membership for a minimum of 1 month and a maximum of 13 months. You may do this by writing to the Club giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. The period of suspension may be for whole months only, and not for any lesser period. A suspension form is also available at the club reception to complete to request suspension

7.2. If you are a Prepaid Member you will not be given the opportunity to freeze your membership.

8. TRANSFER OF MEMBERSHIP

If you are unable to use the Club because you have to relocate, or have suffered redundancy, or have a medical condition that prevents your use of the Club (and are able to provide reasonable evidence of your relocation, redundancy or medical condition) you may transfer pre-paid membership to another person (a "Substitute Member")

9. CLUB REPAIRS AND MAINTENANCE

We reserve the right to close the Club for up to 14 days in any one calendar year for the purposes of carrying out repairs, refurbishments, maintenance, bank holidays and elections, whether routine or extraordinary in nature. If the Club is closed for these reasons for more than 14 days within a calendar year but for less than 8 weeks at a time (when sub-clause 6.2 may apply) we will refund you a proportionate amount of the Subscription Fee for the closure period in excess of 14 days.

10. GUESTS

10.1. Guest admittance may be restricted at certain peak times at the discretion of the Club.

10.2. You are responsible for ensuring that your guests comply with the Club Rules and you must not leave the Club before your guests.

10.3. You may not introduce a guest who has been previously rejected as a Member or who has had membership terminated or suspended.

11. LIABILITY

We and our employees, officers and agents will not be liable in any way for the loss of, or damage to, or theft of property of members or guests or for personal injury to, or death of, any member or guest, except to the extent that such loss, damage or personal injury or death arises from our negligence or default.

12. VARIATION OF TERMS

12.1. We reserve the right to vary these terms and conditions, including Zestfitness Club Rules at any time, to reflect changes in connection with the management and operation of our Clubs. Unless changes are due for health and safety reasons or essential to safeguard our interests, those of our members we will use reasonable efforts to give you 14 days' notice before any change takes effect by displaying an appropriate notice in the Club.

12.2. If you do not accept the proposed variations and can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you, you may cancel the Agreement. If you are a Prepaid Member we will make an appropriate refund of the Subscription Fee for the unexpired period of the Agreement. If you are a Direct Debit Member your obligation to make monthly payments will cease with effect from the date of termination. Your right to terminate does not apply if the changes have been imposed on us by legislation, government or local authority regulation or regulation of any other competent body.

13. PERSONAL INFORMATION

13.1. We use the personal information you provide to us in deciding whether to accept your membership application. That information, and any other personal information you provide to us, is collected and processed by us so that we can provide you with our services and handle your requests.

13.2. We also collect use and process your personal information to monitor and analyse our business, and for marketing and communication purposes in connection with both our own products and services relating to Newtownabbey Borough Council Communication with you may be by e-mail. In this connection personal information may also be disclosed to agents or third parties engaged by us or other companies under our employ in marketing and communication activities.

13.3. You have the right to ask for a copy of the information we hold on you, and to have any inaccuracies corrected to us, by writing to the Club.

14. GENERAL

14.1. We may transfer any of our rights and liabilities under this Agreement. We will notify you of any such transfer.

14.2. You must write to inform us of any change in the personal details you have provided to us. If you fail to notify us of a change of address, any communications will be deemed to have been received by you 5 days after posting by us,

14.3. In the event of any disagreement in the interpretation of the Club Rules, our decision is final.