

Phoenix Gym Norwich Membership Form



Personal Details

Surname

Forename

Membership No.

Address

Town

Membership Details

Transaction

Category

Start Date

Commitment End Date

Source

Salesperson

Payment Details

Amount to be collected monthly by Direct Debit payment starting on:

Admin and Joining Fee

Pro-rata fee for first month

Total paid

(cheques payable to Phoenix Gym Norwich Ltd)

Terms and Conditions

1. Definitions:
 1.1 The Club: Phoenix Gym Norwich.
 1.2 The Club Rules: The rules and regulations of the Club, as amended from time to time. A copy of the Club rules will be supplied to you with your application for membership and further copies will be made available on request.
 1.3 Commitment Period: The minimum term you are committing to remain a member of the Club from the Start Date of to the commitment period end date of (subject to extension if your membership is suspended).
2. Membership:
 2.1 By signing this Membership Application Form the member agrees to comply with these Terms and Conditions of Membership and the Club Rules.
 2.2 You will only be permitted to use the Club facilities provided your membership is current and fully paid up or you have made payment arrangements acceptable to the Club.
3. Duration:
 When you join the Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly, your Club membership will continue automatically after the Commitment Period end date at the fee rate applicable to your membership type and category of membership at that date, but subject to termination in accordance with paragraph 8.2(b). If you choose to join the Club by paying your Commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.
4. Fees:
 The Club will set the level of fees and will review such fees periodically. The Club reserves the right to change the level of fees from time to time, but guarantees that your fees will not increase during your Commitment Period. For any changes to the monthly fee, we will give you at least 30 days written notice. The following fees prevail:
 4.1 Membership fee; The level of membership fees shall be determined according to the type and category of membership.
 4.2 Joining fee; A joining fee is payable as specified in your application form. Your joining fee goes to start up costs.
 4.3 Guest user fee; A fee will be set by the Club from time to time in respect of guests of members who wish to visit the Club and use the facilities.
 4.4 Other Fees; All other fees and prices for the sale of goods at the Club, locker rental, solarium, bar/restaurant and any other services will be set by the Club from time to time.
 4.5 If your bank fails to make a due direct debit payment from your account, we will write to advise you of this. We may apply to your bank for payment by direct debit twice within one calendar month and we reserve the right to refer any missed due payments to a debt collection agency. We may charge a fee of no more than £15 for failed direct debit payments and of no more than £5 for letters sent to you in respect of unpaid amounts.
 4.6 Should any membership fees not be paid within 30 days of the due date, the full membership fee for the remainder of the commitment period will automatically become due and payable in full.
 4.7 Any unpaid and overdue membership fees referred to a debt collection agency will be subject to a surcharge of no more than £30 to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred in the collection of the overdue membership fees, will be the responsibility of the member and will be legally recoverable from the member.
 4.8 We may charge a reasonable fee of up to £35 for any of the following: replacing lost membership cards, removing or adding Associate members, changing membership category and transferring memberships.

5. Member Rewards Scheme:
 The Club may operate a referral scheme whereby you will receive a financial benefit for introducing new members to the Club.
 5.1 If the member you introduce joins on a Direct Debit membership, you will receive the benefit monthly (in arrears and after the first Direct Debit payment has been made by the referred member) against your account or your monthly Direct Debit fee, with the following conditions:
 a) You will only receive this benefit if your membership, and that of the referred member, are both current.
 b) You will only receive this benefit if the referred member's membership is not suspended.
 c) The amount you benefit is fixed at the time of the referred member joining the Club. This will only change if the member you refer changes their type of membership, in which case the benefit you receive may be increased or reduced accordingly.
 d) The Club may set a limit as to the number of members you are able to refer.
 5.2 If the member you refer joins on an annual membership, you will receive the benefit due against your account or your monthly Direct Debit fee as one lump sum upon the referred member joining the Club.
6. Suspension of Membership:
 A Member may, if he/she is unable to make use of the Club facilities by reason of illness or injury, suspend his/her membership for one continuous period of at least 1 month and a maximum of 3 months. 30 days written notice must be given to the Club and the Club shall have the right to request a doctor's certificate. A reduced monthly fee will be charged by the Club during the suspension of membership. Any suspension during the Commitment Period will extend the length of the Commitment Period by the length of the period your membership is put on hold. Notice to terminate membership cannot run concurrently with a suspension period.
7. Termination:
7.1 Termination by the Club
 We may terminate this agreement in the following circumstances:
 (a) if you commit a serious or repeated breach of this agreement or the Club's rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
 (b) if any part of your membership fee remains unpaid 30 days after its due date for payment, or
 (c) if you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.
 If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under this agreement, to cover any reasonable costs incurred.
7.2 Termination by you
 You may terminate this agreement in the following circumstances:
 (a) You can give notice to terminate at any point during the Commitment Period but this cannot end your membership before the end of the Commitment Period.
 (b) You may terminate your membership by giving the Club at least 1 full calendar month's notice, so that your membership will terminate at the end of the following calendar month after notice was given.
 (c) Cancelling your direct debit instruction for the payment of fees is not sufficient.
 (d) You may terminate this agreement on 1 calendar month's notice if you are unable to use the Club through serious illness or injury likely to preclude you from using the Club for a period of least 6 calendar months. (We will request reasonable evidence of your illness or injury - e.g. a doctor's certificate).
 (e) You may also terminate this agreement if:
 a. We permanently reduce the facilities or opening hours of the Club
 b. We change the location of the Club; or
 c. We close the Club for refurbishment for a period of more than 30 days at a time.

8. Membership Cards:
 8.1 Membership cards shall be issued to all members upon joining the Club and are used to gain entry to the Club. Membership cards are not transferable and any members allowing their card to be used by another person is in serious breach of these Membership Terms and Conditions and will entitle the Club to terminate membership without notice in accordance with Clause 8 above.
 8.2 If a membership card is lost, it should be reported to the Club and the Club reserves the right to charge an administration fee for the provision of a replacement membership card.
9. Club Rules:
 9.1 The Club may amend the Club Rules from time to time in order to ensure the health and safety of members. Temporary amendments will be displayed in the Club. Permanent changes to the Club Rules will only be made after at least 30 days notice to members, except in the case of emergency.
 9.2 The Club reserves the right to adjust the availability of certain facilities or close the Club on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment, special functions and holidays.
10. Restriction of Liability:
 10.1 Subject to paragraphs 10.2 and 10.3, the Club will not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club.
 10.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.
 10.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:
 (a) Your own fault
 (b) A third party unconnected with our provision of services under this agreement or
 (c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.
11. Health & Safety:
 Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.
12. Sale of Club:
 In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.
13. Notices:
 Notices from you to the Club must be in writing and addressed to the general manager at the Club. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In these cases the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted. Notices from the Club to you will be posted to you at your address in the membership records (or, where these terms permit, displayed on notice boards at the Club).

Application Declaration - Before signing please read the terms set out below and above

I confirm the above information is correct and apply for membership of the Club under the standard terms and conditions which I have had an opportunity to read and discuss with the Club. In particular I understand and have discussed the following with the Club:
 i) My membership will continue automatically after the commitment period end date unless notice is given as per the standard terms and conditions. After the Commitment Period I may terminate my membership by giving the Club at least 1 full calendar month's notice, so that my membership terminates at the end of the following calendar month after notice was given.
 ii) I may request suspension of my membership by reason of illness and/or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Club during suspension. Any suspension during the Commitment Period will extend the length of the Commitment Period.
 iii) I acknowledge that my initial membership of the Club is from the start date of to the commitment period end date of (subject to extension if my membership is suspended) and agree to pay in full due to the respect of this Commitment Period.
 iv) I confirm having received the following documents: This Membership Application Club Rules Direct Debit Mandate Additional Information Form

Member Signature

Date

Signed for on and behalf of the Club

Phoenix Gym Norwich Membership Form



Personal Details

Surname

Forename

Membership No.

Address

Town

Membership Details

Transaction

Category

Start Date

Commitment End Date

Source

Salesperson

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 10.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.
 10.3 The Club accepts liability for damage, accident, death, personal injury or other loss sustained by members or guests on the Club premises to the extent caused by its negligence or the negligence of its employees and agents (during the course of their employment and agency, as appropriate) unless that failure is attributable to:
 (a) Your own fault
 (b) A third party unconnected with our provision of services under this agreement or
 (c) Events which neither we nor our supplier could have foreseen or forestalled even if we had taken all reasonable care.
11. Health & Safety:
 Members must read all Health and Safety notices displayed in the Club and comply with their recommendations.
12. Sale of Club:
 In the event of the sale or disposal of the Club to another company or to any other person we may transfer your membership to the new owner and you will continue as a member of the Club and continue to pay your membership fees provided no changes to these terms or the Club rules having a material adverse effect on your use of the Club are made by the new owner. Any such disposal will not affect your contractual or statutory rights.
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 ii) I may request suspension of my membership by reason of illness and/or injury for one continuous period of at least 1 month and a maximum of 3 months. I understand 30 days written notice must be given to the Club and the Club has the right to request a doctor's certificate. I understand a reduced monthly fee will be charged by the Club during suspension. Any suspension during the Commitment Period will extend the length of the Commitment Period.
 iii) I acknowledge that my initial membership of the Club is from the start date of to the commitment period end date of (subject to extension if my membership is suspended) and agree to pay in full due to the respect of this Commitment Period.
 iv) I confirm having received the following documents: [] This Membership Application [] Club Rules [] Direct Debit Mandate [] Additional Information Form

Member Signature

Date

Signed for on and behalf of the Club

To help keep the atmosphere and create a respectful environment for all members we politely request that the following rules be observed

OPENING HOURS

The Club's opening hours, as amended from time to time, are displayed at reception.

Members must ensure they cease use of the Club facilities at least 30 minutes before the Club closes to allow adequate time for showering and dressing.

GUESTS

Admitted on payment in advance of the Guest Fee. Guests must book with the Club in advance. Members must accompany their guests at all times and members shall not leave the Club premises before their guests. All guests must sign the guest book and the appropriate Physical Activity Readiness Questionnaire. The Club reserves the right to refuse admission to a guest for reasons of health and safety or if the proposed guest has previously not complied with Club rules.

FITNESS AREAS

Club approved footwear and clothing must be worn at all times. Access to the fitness areas may be limited in the event of classes or pre-organised sessions. Details of these will be posted on Club notice boards.

SAUNA/STEAM ROOM

Members must ensure they are aware of the age restrictions (as displayed on Club notice boards, or as instructed by staff) applying to the use of the Sauna/Steam Room by minors. Minors must be supervised by an accompanying adult at all times unless otherwise permitted by the Club. Members and Guests must shower after using the Sauna and Steam Room and before using the Swimming Pool. Shaving and exfoliating are not permitted in the Sauna or Steam Room.

SUNBED FACILITIES

Members must ensure they are aware of the age restrictions (as displayed on Club notice boards, or as instructed by staff) applying to the use of the Sunbeds and other tanning facilities. Members and Guests should ensure that they familiarise themselves with the Sunbed and tanning information notices and complete the questionnaire issued by the Club prior to their first session. Safety goggles must be worn whilst Sunbeds are in operation. Members and guests are requested to clean the Sunbeds before and after use with the fluid provided.

CHANGING ROOMS

No children are allowed in the changing room of the opposite sex once they have reached the age determined by the Club. Club staff or other users of the changing rooms at the time may agree to relax this particular restriction in particular circumstances.

LOCKERS

For security reasons, Members and Guests are asked to store personal belongings in the lockers provided. All usage of lockers is governed by the membership terms and conditions. Lockers are provided on a daily basis only, and items left overnight will be removed on the following day and treated as lost property.

SWIMMING POOL (If Applicable)

No running, jumping or diving in Pool areas is allowed. Minors using the Pool must be suitably supervised at all times as required by the Club. Pool areas are not supervised by the Club staff at all times. For reasons of Health and Hygiene, it is necessary for all Members and guests to shower before entering the Pool. Showers are provided for this purpose in the changing areas and/or on poolside. Members and guests with verrucae, athlete's foot, or similar communicable maladies must not use the Pool. Radios, lilos, buggies and anything which the Club in its absolute discretion considers to be a hazard or otherwise detrimental to the use of the Pool and its environs are not permitted. Members and guests are asked to wear conventional swimming costumes only. Babies and children are also required to wear appropriate costumes. All children under the age of 2, or not yet toilet trained must wear Aqua Nappies whilst in the Swimming Pool. The Pool may be reserved at certain periods for adults only sessions, swimming lessons or children's parties. Prior notice will be displayed on Club notice boards. No food or drink is to be taken in or consumed in the pool area.

LOST PROPERTY

All lost property found on the premises should be handed in to the Club reception. Items whose ownership cannot be identified will be stored by the Club for six weeks and then donated to local charities. Items which appear valuable may be sold with the proceeds donated to charity.

SAFETY AND HYGIENE

In the interest of Safety and Hygiene, no crockery or glasses are allowed in the changing rooms, fitness areas, dance studios, swimming pool and other activity areas. No pets will be allowed in the Club premises, with the exception of guide dogs. Entry to the Club is only permitted at the Club reception and entrance. Fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with these doors for any reason. In the event of an emergency evacuation, members and guests must immediately make their way in an orderly fashion to the nearest available exit.

BEHAVIOUR

If any member shall cause nuisance or annoyance to other members, guests or Club staff, or misuse the Club facilities, or breach any etiquette guidelines, or generally behave inappropriately, the Club reserves the right to refuse admission or suspend or terminate membership. In particular, abusive language, threatening or violent behaviour will not be tolerated. All minors using the Club must be supervised by an accompanying adult at all times. No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the Club.

COMMENTS AND COMPLAINTS

Please refer to any comments or complaints to a member of the Club staff. Written complaints must be addressed to the Club General Manager.

GENERAL

No food or drink, alcoholic or otherwise, or illegal substances may be brought into and consumed within the Club or its grounds.

The Club is a non smoking environment.

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE

Upon joining the Club all new members are required to complete and sign a Physical Activity Readiness Questionnaire. The purpose of this is to ensure that the Club's staff are fully informed of any physical or medical condition which could affect the members ability or suitability to take part in physical activities. Only if the Club's staff are fully and accurately informed, can they assess the member's health and fitness level and prepare an appropriate exercise program. The Club strongly recommends that all members seek medical advice before commencing a new exercise programme and The Club reserves the right to request a doctor's certificate and to reject a membership application if a satisfactory doctor's certificate is not received by The Club.

Phoenix Gym Norwich Exercise Readiness Questionnaire

- Has a doctor / medical professional ever diagnosed you with a heart condition and indicated you should restrict your physical activity? Yes/ No
- When you perform physical activity, do you feel pain in your chest? Yes/ No
- When you were not engaging in physical activity, have you experienced chest pain in the past month? Yes/ No
- Do you ever faint or get dizzy and lose your balance? Yes/ No
- Do you have an injury or orthopaedic condition (such as a back, hip, or knee problem) that may worsen due to a change in your physical activity? Yes/ No
- Do you have high blood pressure or a heart condition in which a doctor / medical professional is currently prescribing a medication? Yes/ No
- Are you pregnant? Yes/ No
- Do you have insulin dependent diabetes? Yes/ No
- Are you 69 years of age or older and not used to being very active? Yes/ No
- Do you know of any other reason you should not exercise or increase your physical activity? Yes/ No

Phoenix Gym Norwich - Additional Information Form

Membership Number

Club Name

Card Number

Our Ref.

Phoenix Gym Norwich

PERSONAL DETAILS - PLEASE FILL IN

Evening Telephone (inc. code)

Daytime Telephone (inc. code)

Mobile telephone

Email address

Mail Title

Mr [] Mrs [] Ms [] Miss [] Dr []

Gender

Male [] Female []

Marital Status

Single [] Married []

Date of birth

Emergency contact name

Emergency contact telephone (inc code)

Joining Reason

Occupation

Best time to call

I confirm that the information above is correct

Signature(s)

Date



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen

PO Box 146
Princes Risborough
HP27 7AW

Service User Number

2 5 3 7 7 3

Name(s) of Account Holder(s)

FOR ClubWise
OFFICIAL USE ONLY
This is not part of the instruction to your Bank or Building Society.

Bank or Building Society account number

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Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society
Branch

To The Manager	Bank/Building Society
Address	
Town	Postcode

Instruction to your Bank or Building Society

Please pay ClubWise Direct Debits from the account detailed in this instruction, subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with ClubWise and, if so, debits will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Reference

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Banks and Building Societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- 1 This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- 1 If there are any changes to the amount, date or frequency of your Direct Debit, ClubWise will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request ClubWise to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- 1 If an error is made in the payment of your Direct Debit, by ClubWise or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- 1 If you receive a refund you are not entitled to, you must pay it back when ClubWise asks you to.
- 1 You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen

PO Box 146 Princes Risborough HP27 7AW
--

Name(s) of Account Holder(s)

--

Bank or Building Society account number

--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society Branch

To The Manager	Bank/Building Society
Address	
Town	Postcode

Reference

--	--	--	--	--	--	--	--	--	--	--	--

Service User Number

2	5	3	7	7	3
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FOR ClubWise OFFICIAL USE ONLY This is not part of the instruction to your Bank or Building Society.
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Instruction to your Bank or Building Society

Please pay ClubWise Direct Debits from the account detailed in this instruction, subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with ClubWise and, if so, debits will be passed electronically to my Bank/Building Society.

Signature(s)
Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the Payer.

The Direct Debit Guarantee



- 1 This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- 1 If there are any changes to the amount, date or frequency of your Direct Debit, ClubWise will notify you 5 working days in advance of your account being debited or as otherwise agreed. If you request ClubWise to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- 1 If an error is made in the payment of your Direct Debit, by ClubWise or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- 1 If you receive a refund you are not entitled to, you must pay it back when ClubWise asks you to.
- 1 You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.