



Membership Application Form

I wish to apply for the membership of The Spencer Health Club. I understand that all applications for admission to membership of the Club shall be made strictly to these terms and conditions and the Club rules and code of conduct. We advise you review the attached conditions thoroughly, in particular Sections 4(Liability), 7-10(Club Rules and Code of Conduct) and 15(General). Payment of membership subscription shall constitute an agreement to the attached conditions.

Membership No:

Personal Details (please fill in clearly)

Mr. Mrs. Ms. (Please tick) Date of Birth _____

First Name _____ Home Number _____ Employer: _____

Surname _____ Mobile _____ Please tick here if you would like us to contact you by electronic means (e-mail or SMS) with information about goods and/or services which we feel may be of interest to you

Address _____ Email _____

_____ Emergency Contact: _____ Number: _____

Interests: Please mark your interests

Gym..... Fitness Classes Personal Training Swimming Pool

Swimming Instruction Sauna, Steam Room and Jacuzzi.....

Membership Type (please tick category)

Full membership – 3 month upfront	<input type="checkbox"/>	Off Peak membership – 3 month upfront	<input type="checkbox"/>
Full membership – 6 month upfront	<input type="checkbox"/>	Off Peak membership – 6 month upfront	<input type="checkbox"/>
Full membership – 12 month upfront	<input type="checkbox"/>	Off Peak membership – 12 month upfront	<input type="checkbox"/>
Full membership – monthly direct debit option	<input type="checkbox"/>	Off Peak membership – monthly direct debit membership	<input type="checkbox"/>
Membership Transfer	<input type="checkbox"/>	Free Membership	<input type="checkbox"/>

Payment Type:

Direct Debit Credit Card Cheque Cash

Personal Fitness Evaluation (Please circle the relevant answer)

1 History/family history of Heart Disease.....Y/N

2 Any joint or soft tissue/muscular issues such as a hernia Y/N

3 Recent Surgery.....Y/N

4 Pregnant in last 3 monthsY/N

6 Do you smoke.....Y/N

7 Do you suffer from diabetesY/N

8 Do you suffer from EpliepsyY/N

9 Are you 2/3 stone overweightY/N

11 Do you suffer from Fainting/Blackouts.....Y/N

12 Taking any medication excluding the contraceptive pillY/N

13 Any other illness or injury.....Y/N

If you answered yes to any of the above questions please expand in detail :

If you answer "yes" to any of these, a G.P's clearance may be required before using the facilities. Members are requested to accept responsibility for their personal, medical and physical condition in order to take part in club activities including the use of the gym and gym equipment. Any Assessment undertaken in the club is for general information only with a view to giving advice and should not be relied on by members as certifying their fitness or otherwise to use the clubs facilities or equipment. The club advises all members to consult with their doctor prior to beginning a program of physical exercise.

Lifestyle Evaluation

Are you currently physically active: _____

What type of exercise are you currently doing and how often: _____

Is your job (A) Mainly Sedentary Y/N Moderately Physical Y/N Very Stressful Y/N

On average how many hours sleep do you get a night: _____

How much time do you think you will commit to working out/training: _____

What time of the day do you think you will be training: _____

How would you rate your current fitness levels out of 10 (1 being non-existent and 10 being physically fit) _____

How healthy do you feel your current diet is on a scale of 1 to 10 (1 being terrible and 10 very healthy)_____

Applicant's Signature: _____ **Date:** _____ **Block Capitals:** _____

THE SPENCER HEALTH CLUB

1. THE CLUB

- (a) The Club shall be known as "The Spencer Health Club" ("Club", "we", "us", "our")
- (b) Members of the Club ("Members", "you", "your") are bound as a condition of membership of the Club to comply with the terms and conditions and the Club rules and Code of Conduct set out below (the "Terms"): This is to ensure that the facilities are properly and safely used and that all Members have full advantage of them without interfering with the enjoyment of others.
- (c) The Club shall be operated as a proprietary Club owned by Fitzpatrick Lifestyle Hotels (hereinafter referred to as "the Owner") and located at The Spencer Hotel in the IFSC, Dublin 1, Ireland. The Club will be administered by its Manager and/or such persons as the Owner shall decide.
- (d) The Owner has sole responsibility for the control and operation of the Club. The extent of the facilities of the Club and any additions, deletions or replacements thereof shall be made at the Owner's reasonable discretion.

SECTION A: MEMBERSHIP TERMS

2. MEMBERSHIP

- (a) Subject to your application being accepted all memberships are to run consecutively without interruption.
- (b) If paying by direct debit, payment will be debited from your account on or after the 3rd of each month. At the end of the each month your membership will be automatically renewed unless we have been notified of cancellation in accordance with the Notice Period below. Minimum time of membership is 3 direct debits. If you wish to cancel your membership written notice must be provided (cancellation form / cancellation email). To cancel on the same month, cancellation must be handed in or before the 3rd. Otherwise the following month will be charged for. The member can still have full access to the club for any month that is paid for during the cancellation notice period. If the Notice Period is not adhered to you may be liable for any additional payments due during the Notice Period. If you supply the club with an official letter from work or an official doctors certificate with a valid reason as to why you are unable to use the club your membership may be cancelled before the next payment is sent out to the bank. If this is supplied after the DD issue date your next payment will be your last.
- (c) The freeze policy is a maximum of three months in any 12 months period. The freeze term is not included in your term of cancellation notice. If you wish to cancel your membership post freezing your membership the club will still need to receive 1 month notice of cancellation.
- (d) Should your direct debit payment return unpaid, or should you default on any other type of payment, your membership will be suspended until you make payment again. You will also be liable to pay an additional administrative fee in order to cover the Club's costs in this regard.
- (e) Each prospective Member shall complete a health questionnaire ("Club Health Questionnaire") as part of the application for membership. Unless expressly stated in the Club Health Questionnaire, the prospective Member acknowledges and warrants that he/she is in good health and is not suffering from any illness or medical condition or undergoing any treatment that would prevent him/her from being capable of using the facilities provided by the Club.
- (f) Upon acceptance as a Member and every time you enter the Club during your membership, you warrant and represent that you have no medical condition known to you that would prevent you from using the facilities of the Club.
- (g) We reserve the right to refuse membership to a prospective Member in our sole discretion and in such circumstances we will not be obliged to enter correspondence or provide reasons for such refusal of membership, provided however that nothing in these Terms shall affect any of your statutory rights.
- (h) Club membership may be terminated by us at any time in the following circumstances: (i) if you commit a serious or repeated breach of these Terms and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; (ii) if any part of your membership fee remains unpaid 5 days after its due date for payment; (iii) if you provide us with false information when applying for membership and the false information would have reasonably affected our decision to grant you membership; or (iv) your conduct is deemed to be materially detrimental to the welfare, good order or character of the Club or its Members. No refunds shall be given where the Club terminates your membership pursuant to these Terms.
- (i) The Owner and management of the Club reserve the right to require any Member, guest or other person to leave the Club premises at any time in the interests of health and safety or for any other reason which, in the reasonable opinion of the Club, necessitates such person leaving the Club premises.
- (j) Membership is not transferable from person to person. This includes transfer between members of the same family.
- (k) We may withdraw use of all/part of the facilities of the Club for the purpose of undertaking maintenance work or any other works considered reasonably necessary. You agree that such disruption shall not amount to a breach of these Terms by us and that no compensation will be given for any such closure.
- (l) On acceptance of an application for membership, Members will be issued with a membership key ring which will remain the property of the Club. Upon termination of membership this must be returned to the Club immediately.
- (m) Members must produce their membership key ring on each visit in order to gain access to the Club. Admission to the Club may be refused if the Member does not produce their membership key ring.
- (n) Members who lose their membership key ring must pay the current replacement fee to replace it.
- (o) We reserve the right to restrict the number of persons using the Club at any one time for health and safety reasons.
- (p) Membership is restricted to persons aged 18 and over. Under 18s, at the discretion of the management, may be admitted as Visitors or Hotel Guests in order to use the swimming pool only provided that they are accompanied by a parent or guardian who is a Member or Hotel Guest.
- (q) Membership fees will be reviewed periodically and we reserve the right to increase fees as required. Members will be provided with prior notification of any such price change and will be permitted to cancel their membership if they do not accept any such price change.

VISITOR AND GUEST POLICY

- (a) Subject to availability each Member shall be entitled to purchase up to two Visitor Memberships at any one time for use by the visitors to the Club ("Visitors"). All Visitors and guests of the Spencer Hotel ("Hotel Guests") must complete a visitor registration form at reception before using any facility. The charge for Visitor Membership will be displayed at the Club reception and in the visitor and is subject

to change from time to time without prior notice. Visitor Membership can only be purchased on the day of use.

(b) Members shall at all times be responsible for the conduct of their Visitors whilst on the Club premises and shall ensure that such Visitors comply with these Terms. Visitor passes or other vouchers cannot be replaced if lost.

(c) Members shall not knowingly introduce a Visitor who has been refused membership of the Club or whose membership has been terminated, without first obtaining our approval.

(d) It is the responsibility of the parents or guardians of children under 18yrs to supervise those children at all times while they are on Club premises.

(e) Visitors and Hotel Guests are not permitted to use any of the club facilities without first signing in at the club reception.

(f) We reserve the right to refuse admission.

No bags are allowed in the pool or Gym area.

Members are responsible for ensuring that they operate the Club facilities and/or equipment in a safe and correct manner and in compliance with any rules displayed in the Club. A member of staff should be consulted in the event that you are unsure of how to operate any Club facility or equipment.

2. DRESS CODE

(a) Members are required to dress in a proper manner appropriate to the various Club activities.

(b) Clean sports shoes and socks are required when using the gym. A sweat towel must be carried while using gym equipment and Members are required to wipe down equipment after use.

(c) Swimwear or a suitable towel must be worn in the Sauna/Steam room.

(d) Members must also comply with the guidelines for each facility of the Club as set out in section 10 of these Terms and/or as indicated on signage posted at the particular facilities.

3. LIABILITY

(a) Each Member engaged in the activities of the Club or making use of its facilities is responsible for ensuring that he/she is properly equipped and that his/her state of health and physical condition are such as not to involve any risk to himself/herself, nor to any other person making use of the Club.

(b) The Club accepts no liability for accident, injury or misadventure caused to any person whilst using the Club which does not arise from any negligent act or omission of the Club or its staff. Members should make their own insurance arrangements in respect of any injuries which may be suffered by them or caused to them by any third party, whilst using the Club facilities.

(c) The Member acknowledges that the Club will not be responsible or held liable for the loss of any personal items or damage to personal property either on the Club premises or in the Club car parking area which does not arise from any negligent act or omission of the Club or its staff.

(d) The Club will use all reasonable endeavours to ensure that all facilities, apparatus and equipment are maintained in good working order. However, certain facilities and/or equipment may be unavailable from time to time for health and safety reasons, repair or maintenance or for other circumstances beyond the reasonable control of the Club.

(e) None of the provisions of these Terms shall in any way limit or exclude the Club's liability in respect of death or personal injury caused as a result of negligence by the Club or its staff or for any other matter which cannot be limited or excluded by law.

4. COMPLAINTS AND DISPUTES

Any complaints concerning the Club or dispute or ambiguity about the interpretation of these Terms shall be referred to the Owner of the Club whose decision shall be final and binding. In the event that a Member disagrees with the Owner's interpretation of these Terms, Members are not hindered in or excluded from their right to appeal any such decision. All complaints should be forwarded to the club manager in writing or via email.

5. DATA PROTECTION

(d) In the course of your membership, the Club may collect certain personal information about you including personal details, financial details and information about your health. This information will be used for purposes including managing and communicating with Members in connection with their membership. The Club may also contact you for marketing purposes, unless you have opted out of receiving such communications. If you are an existing customer, we will only contact you by electronic means (such as email, voicemail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you or alternatively, where you have provided your consent to the receipt of such communications.

(e) The Club may disclose the personal information of Members if it is under a duty to disclose or share such personal data in order to comply with any legal obligation, or in order to enforce or apply these Terms and other agreements; or to protect the rights, property, or safety of the Club and its subsidiaries and its group companies, other Members, or others.

SECTION B: CLUB RULES & CODE OF CONDUCT

1. SAFETY AND HYGIENE

(a) Members shall not use the facilities of the Club whilst under the influence of alcohol, anti-coagulants, anti-histamines, vasa constrictors, narcotics, tranquillisers or any other substance which may impact or impair their ability to use the facilities

(f) Members with diabetes, heart problems, high/low blood pressure, on strong medical prescriptions, or who have any form of medical condition should consult their doctor before using any of the Club's facilities, in order for them to be satisfied beforehand that it is safe for them to do so. Any such Members must also furnish the Club with a letter from their GP.

(g) Members are particularly advised not to undertake strenuous physical activity for which they might be medically unfit and the Club will not be in any way responsible for any harm which may come to a Member as a result of any such activity other than in respect of any harm which results from the negligence of the Club or its staff. Members are advised to have a medical check-up before embarking on strenuous activity.

(h) Members are advised to allow at least one hour after partaking of a meal before using the Club's facilities.

(i) Members must use the shower before entering the pool area.

(j) No food or drink is to be brought into any part of the Club and only food and drink purchased in the Club may be consumed on the premises. Smoking is prohibited throughout the Club area.

(k) Gym rules must be adhered to at all times.

3. PARTICULAR FACILITIES

(a) **Swimming Pool**

Diving or any misconduct which interferes with the proper use and enjoyment of the Pool is strictly forbidden. Instructions from the health club staff on duty must be strictly adhered to.

(b) **Fitness suite/Gym**

For safety reasons this area must be kept tidy at all times. Users of these facilities are therefore forbidden from entering the gymnasium whilst wearing wet clothes. The booking of a fitness assessment is available at reception. Twenty-four hours of cancellation must be given. Under 18s are not permitted to use the Gym.

(c) **Jacuzzi**

Swimwear must be worn in the Jacuzzi at all times. Members using the Jacuzzi must be physically healthy and refrain from using the Jacuzzi if they suffer from any condition the treatment of which recommends avoiding the use of such facilities. Under 18s are not permitted to use the Jacuzzi.

(d) **Sauna**

Members using the Sauna must be physically healthy and refrain from using the Sauna if they suffer from any condition the treatment of which recommends avoiding the use of such facilities. Under 18s are not permitted to use the Sauna.

(e) **Steam Room**

Members using the Steam Room must be physically healthy and refrain from using the Steam Room if they suffer from any condition the treatment of which recommends avoiding the use of such facilities. Under 18s are not permitted to use the Steam Room.

4. OPENING HOURS

(a) The times at which any or all of the facilities shall be available to Members shall be displayed in the Club. At the discretion of the Owner, such facilities and opening hours may be changed and where this occurs we will endeavour to provide you with at least one week's notice.

(b) Members must vacate the pool, gym etc. 30 minutes before closing.

6. LOCKERS

(a) Lockers are provided (subject to availability) for use by Members whilst using the Club.

(b) Each Member must provide his/her own padlock and must ensure that the contents of the lockers are removed at the end of his/her visit. Personal property must not be stored in the Club lockers overnight. The Club reserves the right to remove the contents from any locker which has not been emptied.

(c) Property cleaned from lockers by the Club shall be donated to charity if unclaimed for a period of 30 days or more.

(d) Members must take reasonable care that their personal property is stored securely in the lockers provided. We accept no liability for any personal property that is lost or stolen from the Club premises.

7. PERSONAL TRAINERS

(a) The Club does not permit any personal training to be done in the Club by any person that is not on the list of approved Club trainers. Any Members reasonably suspected of carrying out or engaging any such unauthorised personal training shall be considered to be in material breach of these Terms and may have their membership terminated.

8. VARIATIONS

The management reserves the right to amend and add to these Terms, in particular Section B ("Club Rules & Code of Conduct"), as it sees fit and will provide reasonable notice of such amendments. Your continued use of the Club following such notification shall be deemed to be acceptance of the updated Terms.

9. GENERAL

(a) The Club's failure to enforce any of its rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon any breach of these Terms by a Member be deemed to be an acknowledgement by the Club that such behaviour is acceptable.

(b) Where a provision of these Terms is deemed to be invalid or unenforceable, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.

(c) We may assign or transfer the benefit of this agreement or our obligations under it, to any other legal entity at any time without notice to you, provided that any such assignment or transfer does not reduce the legal protections afforded to you under the European Communities (Unfair Terms in Consumer Contracts) Regulations, 1995 (as amended) or any other applicable legislation.

(d) These Terms shall be governed by the laws of the Republic of Ireland and the Irish courts shall have exclusive jurisdiction to deal with any disputes arising out of or in connection with these Terms.

You hereby agree that you will use the facilities of the Club at your own risk and the Club shall have no liability whatsoever (other than in respect of any death or personal injury caused by the negligence of the Club or its staff or for any other matter which cannot be limited or excluded by law) for any loss suffered by you whether in tort or in contract.

None of the provisions of these Terms shall limit, exclude, or otherwise affect any matter which cannot be limited, excluded or affected by any applicable law or otherwise affect your statutory rights.

Applicants Signature: _____

Date: _____

Signed on behalf of Club: _____