

TERMS AND CONDITIONS OF MEMBERSHIP

PARTIES:

1. Saint James Gate Health & Fitness Club shall be operated as a propriety club run by 3dLeisure within Diageo. The club will be administrated by 3dLeisure. The owner shall solely determine the facilities of the club; any amendment or replacement shall be at the owner's discretion. The membership agreement (in which are incorporated these term and conditions) is made between 3dLeisure and member.

ACCEPTANCE AS A MEMBER:

1. We have an absolute discretion over whether to enter into this agreement and to accept your application for membership of the Club. If your application of membership is accepted, membership of the club will start from the date stated on the front of this form. On acceptance, you will be issued with a membership card personal to you and you will be entitled to all the rights and privileges exercisable by the class of membership into which you have been accepted. Entry into the club is gained on presentation of a valid membership card.

MEMBERSHIP:

1. You must be at least 18 years of age to be a member of the Club.
2. As a member you agree to comply with the rules of membership which are displayed within the Club and relate to opening hours, which are displayed in the club and are subject to change. We may make reasonable changes to these rules at any time provided we give you advance notice of the changes.
3. Membership may not be transferred or assigned to another person. Membership deposits and fees are not refundable. Under circumstances, such as medical, the above can be discussed with the Management of the club. Proving documentation may be required.
4. Certain types of the membership do not allow you to use all the club facilities and services. At our discretion, we may allow you to use services and facilities not included to your membership on payment of an additional charge.
5. Membership cards are only for the use of the paying member and are not transferable under any circumstances. Loss of the membership card is a subject of €10 charge.

MEMBERSHIP FEES:

1. All members will pay a subscription beginning when the member is accepted for membership. Subscriptions shall be paid by each member irrespective of the actual usage of the Club or change in personal circumstances and shall be payable annually in advance unless the member takes monthly payment option in which case it will be debited from the member's account monthly by direct debit. The fact that we allow you to pay by monthly instalments does not entitle you to terminate this agreement outside of the terms and conditions of this membership agreement. The fee is set out overleaf and is not refundable during the first 6 months of the contract.
2. After the initial 6 months period your membership continues a monthly basis by paying the monthly membership fee until further notice. Payments on the monthly direct debit payment option are due regardless of usage. Direct debit paying members agree to a minimum 6-month commitment. Each unpaid direct debit will be charged an administration fee of €7. This contract automatically renews on a month to month basis after the minimum period of 6 months. We require written notification of your intention to cancel after this period.

Notice of the cancelation shall be given after expiration of initial 6 months of the contract in written as stated in Club's Terms and Conditions (ref. Cancelation of the Membership)

3. We may increase the membership subscription after the initial 12-month period, we shall give you a minimum of 30-day notice of any price increases.
4. If any part of the monthly subscription remains unpaid after the due date for payment, all monies owing will become due for payment immediately. Any outstanding payments may result in access to the facilities being denied until paid.

CANCELATION OF MEMBERSHIP:

1. 3dLeisure or Diageo may cancel the membership of any member in the event that they commit serious breach of the membership agreement or the Club rules. Any refunds owed will be at the absolute discretion of the management.
2. Cancellation by a member:
 - i. The member will not be entitled to cancel membership during initial 6 months period of membership and after this they will need to give one month's notice in writing to the club management. Depending on the date of the cancelation, the next month's payment may be deducted.
 - ii. A member may cancel membership by giving no less than one calendar month's notice in writing to the Club Manager.
 - iii. A member requires confirmation in writing of cancelation from the club manager and he/she should contact the club manager if this is not received in 7 days of the member giving notice to cancel. The member should provide details of the address for delivery of this written notice if this address is different from that held by the Club.

MEMBERSHIP SUSPENSION:

1. One calendar month notice shall be given to a Club Manager in case of need of suspension arise. Depending on the date of the notice, some Direct Debit fees will not be suspended, however the matter can be discussed with Club Management.
2. In case of medical reason with supportive document provided, membership can be suspended immediately.
3. Depending on the type of the membership, you might be charged of initial €5 suspension fee. Any frozen membership time will be added on to the end of the current subscription year if paying annually.
4. Minimum suspension time is one month and maximum is 6 months unless other more severe circumstances will require to suspend for more (proving documentation will be required)

HOURS OF OPENING:

1. The Club's normal hours of operation are displayed in the club and are subject to change. Such hours may be lengthened or shortened at the entire discretion of the management with or without prior notice to members being given. Whenever possible reasonable notice of such changes will be given.

HEALTH AND SAFETY:

1. Your health is your responsibility. The management and staff of the Club must be immediately notified in case there are any injuries, disabilities or any other health related contra indications that can possibly stop you from performing physical activity.
2. In case of previous medical history, staff and management may request the clearance from your General Practitioner.

GENERAL:

1. It may happen that, through circumstances beyond our control, we will be unable to provide our full range of services. We will do all we can to restore our services to normal as soon as possible. Members will still be liable for membership subscriptions during this period.
2. In the event of any default of the member, 3dLeisure or Diageo may disclose personal contained in the membership subscription to a credit reference agency or any other party necessary in obtaining settlement of arrears.
3. Entry will be refused to anyone under the influence of drugs or alcohol.
4. No animals are permitted inside the Club other than Guide dogs.
5. Members may bring guests with them to use the club facilities. Any guest users will need to pay the appropriate guest fee. Members may be accompanied by maximum of two guests at any one time, unless prior arrangements have been made with the Club Manager.
6. The Club reserves the right to refuse admission to any guests.
7. Members must accept responsibility for their guests and ensure that they abide to the terms of the membership. Members must always be with their guests.
8. Any behaviours involving other users, staff and staff deemed inappropriate by the club management may be classed as a serious breach of this agreement and may result in cancelation of the membership. This would include violent or aggressive behaviour, misuse of equipment, unauthorised access or theft.
9. External members are not allowed in any other part of Diageo building apart from the areas specified for their chosen activity in relation to their membership. The main areas of access include gym, studio, changing rooms and swimming pool.

DATA PROTECTION:

1. We take the privacy of our members very seriously. If you have any requests concerning your personal information or any queries in regards to our processing please contact the Club manager. The statements below explain how we use your personal information.
 - i) Information collected: We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition.
 - ii) Use of your information: We use your personal information for the purposes of providing and personalising our membership services and may contact you from time to time informing you of related services and products. If you do not wish to be contacted you should instruct the Club Manager accordingly, in writing. We may also contact you if you had not recently attended the facilities to offer encouragement or seek information for the reason of recent absence. Again, if you do not wish to be contacted in this way please instruct the Club Manager in writing.