



Membership Application Form

1ST APPLICANT

Title: Mr/Mrs/Miss/Ms:

Surname:

First Names:

Date of Birth:

Address:

Postcode:

Tel. No. Home:

Work:

Mobile:

Email:

METHOD OF PAYMENT

- Annual Payment Total £
- Monthly Direct Debit £
- Instalments of £

Please state number of instalments

Amount paid on application £

Note: Monthly subscriptions may only be paid by direct debit

I confirm that:

- a) (For Nirvana Spa/Pulse 8 adult membership) I/we am/are 16 years of age or over.
- b) If accepted for membership I/we (and any guests introduced by me/us), will observe the rules and code of conduct of the club (of which I/we have been handed a copy and which I/we have read or had the opportunity of reading).
- c) (For joint applications only) This application is being made by a person and his/her spouse or partner living permanently at the same address.
- d) I/we know the amounts of the joining fee and subscription, and also understand that, if my/our application is not accepted by the Proprietor, no fees will be charged to my/our account.
- e) I/we appreciate that admission into membership, as well as maintenance of membership, is at the Club's sole discretion.
- f) Certain data on Members may be kept and processed by the Proprietor, including details of age, medical information and exercise history in relation to reasonable management of healthcare - to which I consent.

Membership Number:

Office use only

Membership Start Date:

PARTNER

Title: Mr/Mrs/Miss/Ms:

Surname:

First Names:

Date of Birth:

Work:

Mobile:

Email:

MEMBERSHIP OPTION

Nirvana

Single Joint

Membership Type:

Pulse 8

Single Joint Junior

Membership Type:

1. Junior Name:

D.O.B

2. Junior Name:

D.O.B

3. Junior Name:

D.O.B

CORPORATE

Single Joint

Membership Type:

Signature:

Partner's Signature:

Date of Application:

Staff Signature:

All applicants must fill in the whole form using a ball point pen and send it to:

Nirvana Spa & Leisure Ltd,
Mole Road, Sindlesham,
Wokingham, Berkshire
RG41 5DJ

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

To: The Manager. Bank/Building Society

Address

Postcode

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

Originator's Identification Number

9 3 0 4 2 5

Reference Number (office use only)

Instruction to your Bank or Building Society:

Please pay Nirvana Spa & Leisure Ltd. 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 Nirvana Spa & Leisure Ltd. and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

NIRVANA AND PULSE 8 CLUB RULES

Each member and prospective member is asked to carefully read these rules which should be observed in the interests of maintaining the highest quality of the club and of its facilities.

1. DEFINITIONS

In these Club Rules, the following expressions shall have the following meanings unless the context otherwise admits.

"Club"	means Nirvana Spa and/or Pulse 8, depending on the Membership Option that is chosen by the Member.
"Club Premises"	means the buildings of the Club, together with the tennis courts, lawns, car parks and other adjoining external areas.
"Member"	means a member (including joint members) of the Club.
"Members"	means each and every Member from time to time of the Club.
"Membership Option(s)"	means the Club and the membership type of such Club as chosen by each Member.
"Membership Tariff"	means the printed tariff (as the same may be revised from time to time by the Proprietor) relevant to the Membership Option of:- (a) the joining fee and amount and frequency of membership subscription, (b) the Member's entitlement to usage of Club facilities, and (c) the special facilities that may be enjoyed by a Member for a charge supplemental to the membership subscription.
"Proprietor"	means Nirvana Spa & Leisure Limited of Mole Road, Sindlesham, Berkshire (including its successors and assigns).

2. CLUB - OWNERSHIP AND CONSTITUTION

- 2.1 The Club is a proprietary club owned by the Proprietor.
- 2.2 The Proprietor shall be responsible for providing the Club with the Club Premises and all facilities that it may deem appropriate for carrying on the Club in accordance with these objects and rules.
- 2.3 The Members of the Club shall be under no financial liability by reason of the membership of the Club save to pay:-
 - 2.3.1 any joining fee applicable to the Membership Option,
 - 2.3.2 the membership subscription (which will be determined from time to time by the Proprietor),
 - 2.3.3 payment at the rate from time to time determined by the Proprietor for the use or supply of any special facilities (including food and beverages) that may from time to time be provided by the Proprietor to the Member or that Member's guest or guests, and
 - 2.3.4 payment for additional visits over each Member's usage entitlements (relevant to the Membership Option) at the rate stated on the Membership Tariff.
- 2.4 The day-to-day control and administration of the Club shall be exercised by the Proprietor's Manager and staff of the Club from time to time who shall be deemed to be the representatives of the Proprietor.
- 2.5 The Proprietor reserves the right at any time to:-
 - 2.5.1 offer and maintain different types of membership of the Club with different entitlements included at different levels of joining fees and/or membership subscription, and
 - 2.5.2 modify, curtail or vary the entitlements (including usage entitlement of any Membership Option) relevant to each membership type enjoyed by each Member whether under the Membership Option or otherwise.

3. OBJECTS - MEMBERSHIP ENTITLEMENT

- 3.1 The objects of the Club shall be a club for the promotion of fitness, health and relaxation in the environment of the Club Premises or elsewhere, with all other advantages and facilities as may from time to time be provided by the Proprietor.
- 3.2 Members shall (depending on the Membership Option) be entitled to use and enjoy (in common with other Members and guests and invitees of the Proprietor) the Club premises and facilities provided by the Proprietor for the use of the Club on such terms and conditions as the Proprietor may from time to time stipulate, including as to payment for special facilities. A Member shall cease to be entitled to use the Club Premises on termination of membership - even if such Member has not used up his usage entitlement under his Membership Option. The Proprietor reserves the right to introduce prior booking and/or prepayment systems in relation to all or any of the facilities offered.
- 3.3 The facilities of the Club provided from time to time by the Proprietor shall (depending on the Membership Option) be available during the usual opening hours of the Club from time to time determined by the Proprietor, but nothing shall prevent the Proprietor from changing the times of opening, the time of last entrance, or from temporarily closing the Club Premises or any part thereof or any facilities therein, whether for temporary repair, refurbishment, improvement or for any other reason.

- 3.4 The Proprietor's computer records shall be conclusive evidence of the record of the number of each Member's visits to the Club Premises if these are relevant to the Member's usage entitlement (depending on the Membership Option).

4. MEMBERSHIP

- 4.1 Each Member of Nirvana shall be at least sixteen years of age. The acceptance of Members shall be at the sole discretion of the Proprietor who shall not be under any obligation to give reasons for refusal.
- 4.2 Applications for membership must be on the forms provided for that purpose and must be signed by each candidate for membership, and each Member warrants the accuracy of the information provided.
- 4.3 Such joining fee as may be relevant to the Membership Option shall be payable to the Club with the application for membership. If such application is not accepted by the Proprietor, or if a Member gives notice to the Proprietor within the terms of the money back guarantee detailed on the Membership Tariff to determine membership, then in either such case the joining fee paid shall be refunded but otherwise in no circumstances will the joining fee be refundable to a Member, whether or not membership lapses or is determined by either the Member or by the Proprietor.
- 4.4 Membership of the Club by a Member shall determine if at any time:-
 - 4.4.1 a Member gives not less than 14 days' notice in writing (or by fax or Email) addressed to and received by the Proprietor to such effect, or
 - 4.4.2 a Member fails to pay or maintain his joining fee (or any instalment thereof) or his membership subscription (or suspension charge under Rule 4.8) within fourteen days of due date, or
 - 4.4.3 the Proprietor gives notice in writing to a Member to such effect: the Proprietor reserves the absolute right to determine the membership of any Member at any time without expressing any reason, or
 - 4.4.4 the Proprietor gives notice to the Member to such effect on account of the failure of the Member to observe either the provisions of these rules or the reasonable direction of the management of the Club.
- 4.5 The financial consequences of determination of a Member's membership of the Club are:-
 - 4.5.1 if a Member gives notice he shall remain liable to pay membership subscription for the calendar month in which the Member's notice shall expire;
 - 4.5.2 any unpaid balance of the Member's joining fee shall then be paid by the Member to the Proprietor (unless the Member has given notice to the Proprietor within the terms of the money back guarantee referred to in Rule 4.3);
 - 4.5.3 if a Member gives notice under Rule 4.4.1 or, if the Proprietor gives notice under the provisions of Rule 4.4.3, then (but not otherwise) the Member shall be refunded on determination a due proportion (if any) of any membership subscription paid in respect of any period beyond the end of the calendar month during which membership shall have been determined, subject to the loss of the whole of any discount for pre-payment of annual membership subscriptions;
 - 4.5.4 The joining fee paid by a Member shall not be refundable under any circumstances other than as referred to in Rule 4.3.;
 - 4.5.5 The Member may then become liable to pay apportioned additional membership subscription under the provisions of Rule 4.10.
- 4.6 Members shall give a direct debit authorisation payable from each Member's bank account in favour of the Proprietor and maintain such authorisation during their membership. The membership subscription relevant to the Membership Option shall be paid in such amount as shall from time to time be determined by the Proprietor and referred to in the Membership Tariff and shall at the option of each Member be paid either:-
 - (a) twelve months in advance by any payment method approved by the Proprietor,
or
 - (b) by monthly payment by direct debit.
- 4.7 The membership subscription may be increased by the Proprietor at any time - save to the extent of any period for which it has been prepaid.
- 4.8 At the discretion of the Proprietor, each Member may be permitted to suspend membership (and the payment of membership subscription) for a minimum of three months. Applications for such suspension will be considered by the Proprietor in the case of an accident or ill-health supported by a doctor's certificate or inability to use the facilities of the Club by reason of change of location of employment or dwelling. The amount of membership subscription attributable to the period of the suspension shall not in any event be repaid to any Member but shall be allowed as credit against any future membership subscription obligations. Members who previously paid their membership subscriptions by monthly direct debit will not be debited membership subscriptions during such period of suspension, but during such time a monthly suspension charge (the amount of which will be determined from time to time by the Proprietor) will be levied. Members who had previously paid their membership subscriptions annually in advance will be given a proportionate credit for membership subscription during suspension (against which the monthly suspension charge will be debited) which may therefore postpone their annual renewal date.

- 4.9 If the number of visits made by a Member in any twelve month period from the date or anniversary of the date that the Member joined the Club falls short of that Member's usage entitlement under the Membership Option - such Member shall not be entitled to any refund or credit, nor shall any credit be carried forward to any future period.
- 4.10 If at the date either of determination of a Member's membership of the Club or of a change by a Member of Membership Option the number of visits made to the Club by the Member shall have exceeded any usage entitlement relevant to the Membership Option (apportioned for the period from the date or anniversary of the date that the Member joined the Club to the date of determination of membership), the Member shall then pay to the Proprietor an apportioned additional membership subscription for such excess usage at the rate appropriate to the Membership Option.
- 4.11 Any further visits to the Club Premises made by a Member in any such twelve month period after such Member's usage entitlement shall have been used up shall be charged to and paid by each such Member at the rate determined from time to time by the Proprietor, unless the Member then elects to change his Membership Option and pay the relevant enhanced membership subscription.
- 4.12 Membership is personal to each Member and is not transferable in any circumstances. Membership is either single membership attributable to the Member in question, or joint membership whereby a Member and a Member's legal spouse or partner living solely and permanently at the same address are both deemed to be a joint Member until that status should change, and they will be jointly and severally liable to the Club for observance of the Rules and for any payments due to the Club whether for membership subscription or otherwise.
- 4.13 Each Member shall forthwith inform the Proprietor of any change of address or (in the case of joint members) any relevant change in regard to partner status. The Proprietor regards the strict observance of this Rule as important.

5. GUESTS

- 5.1 Guests shall only be admitted at the discretion of the Proprietor by prior pre-paid arrangement and booking (outside peak use times) and when accompanied by a Member following completion of a guest registration form.
- 5.2 A charge of such sum as the Proprietor may from time to time determine shall be made for the admission of each guest.
- 5.3 No guest to Nirvana Spa Club shall be admitted below the age of sixteen years.
- 5.4 Members are responsible for ensuring that their guests are aware of all Club rules and codes of conduct from time to time in force and comply with the same, and Members are responsible for ensuring the good conduct of their guests at all times during their visit.
- 5.5 Members must not leave the Club Premises before any of their guests, and Members are responsible for any debts incurred by any of their guests.
- 5.6 Guests' use of the gym at the Club is at the sole discretion of the management and is subject to their prior completion of a medical and exercise history form.

6. CONDUCT - USE OF FACILITIES - SECURITY

- 6.1 Each Member and their guests must behave quietly and with decorum at all times - and without disturbing other Members of the Club using the Club premises from time to time.
- 6.2 There shall be no smoking on any part of the Club Premises.
- 6.3 Members and their guests should take all reasonable steps to safeguard their personal belongings and property. Lockers are available for Members' belongings and should be used at all times. Each Member and their guests agree that the Proprietor will not be liable for any liability, claim or expense arising directly or indirectly from any loss, theft, or damage to the personal belongings or property of any Member or their guest(s) in any Club premises (or in the lockers).
- 6.4 Each Member and their guests shall at all times observe the directions and recommendations made by the Proprietor in connection with the safe and hygienic use of the facilities. Gym shoes and appropriate attire (not swimming costumes) must be worn in the gym. In the event that a Member shall observe a want of repair or any situation which could give rise to personal injury, the Member should bring such observation to the attention of the Proprietor as soon as possible.
- 6.5 Each Member and their guests acknowledge that use of the gym and other facilities of the Club could be potentially hazardous - particularly to the inexperienced or unfit using the gym - and give rise to injury or death and therefore each facility must be used safely and prudently having regard to each person's health and having regard to the other persons in the Club Premises or using the gym facilities at the time. Each Member and their guests therefore use the Club premises and the Club facilities at their own risk, and the Proprietor will (in the absence of the Proprietor's direct negligence) not be liable for any liability, claim or expense arising directly or indirectly from the injury or death of a Member or their guests in the Club Premises.
- 6.6 It is therefore strongly recommended that no Member:-
- 6.6.1 whose health is or becomes in any way impaired shall make use of the Club's facilities without first checking with their doctor, and
- 6.6.2 should use the gym prior to checking with their doctor and prior to having had a gym induction appointment and an exercise programme prescribed for them and the use of the equipment explained to them. In the event of any change in the Member's medical condition, this procedure should be repeated.

- 6.7 No Member shall use any Club facilities knowingly suffering from any medical condition that could cause infection or injury to such Member or any other person using the Club Premises.
- 6.8 Members will be issued with an identification card. This must be shown at the Club reception on each visit to the Club Premises by each Member and also in order to charge the cost of special facilities to their account. Members should retain receipts given to them by the Proprietor's staff in order to check against their statement. In the absence of manifest error, the Club's computerised records will be regarded as conclusive evidence of the charge incurred. The Proprietor will send a statement to the Member detailing those costs of special facilities (or charges incurred under Rule 6.10 hereof) that have been charged to the Member's account with the Club. If the Member has any query on the statement, he should raise this with the Proprietor as soon as possible. The balance due on any statement will be claimed through the Member's direct debit from the Member's bank.
- 6.9 The Proprietor reserves the right to refuse entry to or to eject Members or their guests should it think fit.
- 6.10 Members shall observe such rules and obligations concerning bookings for facilities or services as the Proprietor may from time to time stipulate. The Proprietor may make a charge for late cancellation or non-arrival of a Member or guest, whether or not the facility or service is provided without extra cost to the Member.

6.11 LICENSING

- 6.11.1 The sale or supply of intoxicating liquor in the Club is governed by the general licensing laws and conditions from time to time in force relating to the Club Premises and Members must comply therewith.
- 6.11.2 No wagering, gaming or betting shall be allowed in the Club Premises.
- 6.11.3 Each Member and their guests shall observe such rules as may be laid down from time to time by the Proprietor for the use of the licensed area of the Club Premises.
- 6.11.4 Alcoholic beverages shall not be removed by Members or their guests from the licensed areas of the Club Premises.

7. DISSOLUTION

- 7.1 The Club may be dissolved by the Proprietor at any time, on terms that the unexpired portion of any membership subscription paid in advance shall be refunded to each Member.

8. GENERALLY

- 8.1 Any notice that may need to be given to any Member may be given by posting a prepaid letter addressed to the Member (or sending the same to the Member by fax or electronic mail) to their last known address or by exhibiting such notice in a prominent place or places in the Club Premises or by giving notice in any Club magazine or newsletter posted to Members.
- 8.2 The Proprietor reserves the right at any time to change or add to any part of these rules on giving notice to Members and also to make and/or change a code of conduct that should be observed by Members and their guests at all times for the enjoyment of the facilities provided.
- 8.3 Unless the context otherwise admits in these Rules, the use of one gender shall include any other gender, and the use of the singular shall include the plural and vice versa. Rule headings shall be ignored in the interpretation of the Rules.
- 8.4 The Rules shall be governed by English law and the Proprietor and each Member consents to the exclusive jurisdiction of the English courts.
- 8.5 Without prejudice to the provisions of Rule 8.2, these Rules (together with any other documents directly referred to) embody the entire understanding of membership of the Club and of the rights and obligations of each Member.
- 8.6 Members are advised that:-
- 8.6.1 C.C.T.V. cameras will be used in various parts of the Club Premises, and
- 8.6.2 certain data on Members may be kept and processed by the Proprietor, including details of age, medical information and exercise history in relation to reasonable management and healthcare to which each Member consents.

These Rules will take effect from and including 1st December 2001.

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Nirvana Spa & Leisure Ltd. will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Nirvana Spa & Leisure Ltd. or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.