



**MEMBERSHIP  
AGREEMENT**

## Personal Details

Full Name (incl. title)	
Address	
Postcode	
Home Telephone Number	
Mobile Telephone Number	
Emergency Contact Name	
Emergency Contact Telephone Number	
Email address	
Bike 1 (Make, Model, Value)	
Bike 2 (Make, Model, Value)	
Bike 3 (Make, Model, Value)	
Bike 4 (Make, Model, Value)	
Bike 5 (Make, Model, Value)	
Are you a member of British Cycling?	YES <input type="checkbox"/> NO <input type="checkbox"/>
British Cycling Member number	

## Membership Type

Plan Name	Price/month	OPTION SELECTED
<b>BRONZE</b>	FREE	<input type="checkbox"/>
<b>SILVER</b>	£25	<input type="checkbox"/>
<b>GOLD</b>	£50	<input type="checkbox"/>

**Membership period: 12 Months from start date:**

## Disclaimer & Agreement

*During your exercise programme and any time spent on the premises of Bike Chain Ricci Ltd., every effort will be made to ensure your safety. However, as with any exercise programme or ride out, there are risks, including increased heart stress and the chance of musculoskeletal injuries. In participating in this exercise opportunity, you agree that, to your knowledge, you have no limiting physical conditions or disability that would preclude an exercise programme. A physician's examination is recommended for all participants with any exercise restrictions, including any heart problems, high blood pressure, chest pain, dizziness, relevant surgeries, diabetes, asthma, epilepsy, arthritis or significant injury to any part of the body. By signing this form, you accept full responsibility for your own health and well-being and you acknowledge an understanding that no responsibility is assumed by the company listed above or any other related agency. Bike Chain Ricci Ltd. are released from any liability now or in the future for conditions that may result from participation in any on/off site exercise programme including but not limited to: heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat exhaustion, injuries to knees, injuries to back, injuries to feet or any other illness or soreness that may occur, including death. I undertake to abide the conditions defined in this agreement. I hereby affirm that I have read and fully understand the above statement and the attached.*

**Print Name**

**Signature**

**Date**

## 1. TERMS & CONDITIONS

- a) These Terms and Conditions set out the whole agreement between you and us for the supply of services and constitute an agreement between you and us. Please ensure that you read and understand these Terms and Conditions because you will be bound by them.
- b) "Club" means a facility owned and operated by Bike Chain Ricci Limited trading as Bike Chain Ricci.
- c) "Club Rules" means the rules and regulations governing the use of a Bike Chain Ricci Club.
- d) "Club Level" means the Club to which you applied for membership
- e) "Bike Chain Ricci" "us" "we" and "our" means by Bike Chain Ricci Limited.
- f) "Member" "you" and "your" means on-going direct debit, card payers, annual and monthly prepaid members.
- g) "PAR Questionnaire" –means the physical activity readiness questionnaire completed by you at the time of joining.
- h) "PIN" –means personal identification number.
- i) "Member bike" means the bike(s) registered to your membership at the time of joining or a new bike purchased during your membership period which is added to your membership with agreement of the management of Bike Chain Ricci.

### BRONZE MEMBERSHIP

- a) Free membership of BikeChain Ricci Cycle Club – membership to be obtained through British Cycling
- b) Free participation on Bike Chain Ricci organised rides.
- c) Free or discounted entry to Bike Chain Ricci events, this will be judged according to each event.
- d) Discounted Bike Chain Ricci Team short sleeve Jersey £45 (RRP £79.99)
- e) Discounted bike & travel insurance (see additional Yellow Jersey leaflet for full details of coverage).

### SILVER MEMBERSHIP

This plan includes all the benefits of the Bronze plans plus:

- a) All members will receive one Bike Chain Ricci Team short sleeve jersey (RRP value £79.99) per full calendar year of membership.
- b) Each member is entitled to specific discounts for parts, services and food as offered by Bike Chain Ricci. These are as follows and are not applied in conjunction with any other offers:
- c) 15% discount on any parts, clothing, accessories
- d) 1 free drink and slice of cake per year on your birthday at Bissoe Cafe
- e) 20% off any Bike Chain Ricci branded team cycling gear.
- f) 1 Silver service per annum (excluding parts) for your Member Bike.
- g) Access to Colnago and Trek ex-team and press bikes.
- h) Early notification of any forthcoming special offers or events.
- i) 1 Half price Bike fit per annum £100 (RRP £200)
- m) Bicycle insurance including cover for theft, malicious damage and accidental damage of up to £4,000 if away from home and up to £8,000 if at insured location and public liability cover of £2,000,000 subject to exclusions (see additional group insurance membership documents for full details of coverage and excess).

### GOLD MEMBERSHIP

- a) This plan includes all the benefits of the bronze and silver membership plus:
- b) Upgrade to 1 Gold service per annum (excluding parts) for your Member Bike.
- c) 1 Silver service per annum (excluding parts) for your Member Bike
- d) 1 Bike fit per annum, plus a 2<sup>nd</sup> bike fit reduced to £100
- e) Free bike box hire subject to normal hire T&C's

## 2. YOUR MEMBERSHIP

- a. You must be over the age of 16 to join a Bike Chain Ricci Club.
- b. You must complete the PAR Questionnaire before you start using your membership and by completing the PAR Questionnaire warrant to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material respects.
- c. On entry into this Membership Agreement and every time you take part in a class, training or ride during your membership, you warrant and represent to Bike Chain Ricci that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. In if doubt, it is your sole responsibility to consult a medical practitioner or to cancel your membership.
- d. You will receive a British Cycling membership card when you join British Cycling. On all visits you must present your membership card and, if required, photographic identification, to use your membership benefits.
- e. Your membership allows you to access your membership benefits at all our locations in accordance with the type of membership option that you have selected as set out above.
- f. Your membership applies to you personally: you cannot assign it to another person.
- g. We reserve the right to implement a waiting list at any time if we deem it necessary.
- h. We reserve the right to make or change minor points or amendments in this Membership Agreement without notice to you.
- i. An email will be sent to you 1 month before the end of your membership regarding whether you wish to continue. If the email is not replied to before your renewal date, then it will be assumed you wish to renew.

## 3. PAYMENT OF FEES

- a. By completing the application form and agreeing to be bound by these Terms and Conditions; you agree to pay all Bike Chain Ricci membership and other fees on time.
- b. If you wish to have a bike fit and full service within the first 3 months of your membership, then we reserve the right to request prepayment of your membership to cover the cost of the first 3 months of your membership, in advance.
- c. If paying monthly by card: Your first month's Membership fees are due immediately and will be taken as soon as you complete your membership application and are non-refundable under any circumstances. Your second and subsequent payment will be collected from you on the monthly anniversary of the date of your membership application for the club which you applied for membership
- d. Membership can be paid via standing order
- e. Prepaying annually: annual membership can be paid via credit card, debit card or standing order. If you have chosen to prepay for annual membership via Standing order then the above applies.
- f. Your membership fees are subject to periodic increases and we reserve the right to pass on any changes in the rate of VAT to you. Fees will normally be reviewed on an annual basis but circumstances may dictate an earlier revision. You will normally be given one month's notice of any fee change. Membership dues for prepaid annual memberships will be reviewed only on renewal.
- g. All payments made are non-refundable under any circumstances, except in relation to the Direct Debit Money back Guarantee.

## 4. FACILITIES AND SERVICES

- a. In order to use the benefits of your membership, you must be able to show your membership card at all times.
- b. You must not share your membership card or permit its use by anybody else.
- c. You acknowledge that we may need to close certain or all facilities temporarily for decorating, cleaning, repairs or maintenance of equipment and special events, that this may disrupt the provision of services to you and agree that such disruption shall not amount to a breach of this agreement by us.

## **5. CLUB USAGE**

- a. You must not behave in a violent, rude or threatening way or in a manner which distresses other members or staff.
- b. Smoking is not allowed in any part of our building. Possession of alcohol (other than that bought & consumed in the cafe), narcotics or other mood-altering substances is not permitted, neither is the attendance of a class/ride/other activity while under the influence of any of these substances.
- c. Members must secure their personal belongings on their person or place and secure them in the lockers provided by us at all times whilst using the facilities. Your property is left entirely at your own risk.
- d. You are responsible for ensuring that you correctly use any facilities and/or equipment which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult one of our staff before use.

## **6. DATA COLLECTION**

- a. In the course of your membership, Bike Chain Ricci may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You will always be given the opportunity to opt out of such communications via the website. You have the duty to keep your personal information up to date and to inform us of any significant changes.
- b. We will limit access to the processing of and use of your personal information to our employees and management who may, from time to time, require its use for marketing or other services.
- c. Please contact the manager of Bike Chain Ricci if you have any questions or concerns about how Bike Chain Ricci will use and store your personal information.
- d. We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.
- e. As a member of Bike Chain Ricci, you acknowledge that you have read and understand the provisions of this paragraph section.
- f. It will be necessary for us to pass information to insurers and other product supplier or pass your details to other companies associated with us in order to promote products or provide services which may be of interest to you.
- g. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements.

## **7. CANCELLATION BY YOU:**

### **Cancellation of your membership**

- a. By signing this agreement you are committing to be a member for 12 months. If you do choose to cancel earlier than this then you will have to pay the full retail value of the services you have used up to the cancellation date, less any membership fees you have paid in that time.

### **Cancellation by us:**

- a. We may cancel your membership without notice if you commit a material breach of this agreement including, but not limited to, a breach of Club Rules, abuse or threatening behaviour, vandalism or illegal activity.
- b. We may cancel your membership with immediate effect if: you have breached any terms and conditions of this agreement; or membership fees or other charges remain unpaid 7 days after the due date and such a breach is not remedied by you within seven days, after being notified by us.

## **8. FORCE MAJEURE**

- b. For the purposes of this agreement, a Force Majeure Event means an event beyond the reasonable control of Bike Chain Ricci including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- c. Bike Chain Ricci shall not be liable to you as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- d. If the Force Majeure Event prevents Cadence from providing any of the services for more than 90 days, Bike Chain Ricci may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.

## **9. GENERAL**

- a. Our failure to enforce any of our 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 your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.
- b. Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, 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 our obligations under it, to any other legal entity at any time without notice to you.
- d. All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by Bike Chain Ricci.
- e. Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
- f. Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
- g. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.