



THE HARROGATE SPA

TERMS AND CONDITIONS OF HEALTH CLUB MEMBERSHIP

1.0 The Cairn Group Health and Leisure Clubs

1.1 The Cairn Group Health and Leisure Clubs, herein referred to as the Club, are operated by The Cairn Group (the Proprietor).

1.2 All entrance fees, subscriptions and other receipts shall become the property of the Proprietor and on cancellation or termination of any membership no refund will be made to the member of any part of the initial subscription fee or monthly membership fee payments.

1.3 It is a condition of acceptance of membership that the member agrees to pay the initial subscription fee and agrees to be bound by these terms and conditions.

2.0 Payment

2.1 The initial subscription fee must be submitted either:

2.1.1 in full on acceptance by the Club Management of an application for membership; Or

2.1.2 By entering into an approved Club payment plan on the day of joining. Fees are payable monthly regardless of usage.

2.2 All Club members agree to maintain membership for the minimum period as stated within their membership application from the date of joining. In the event of the member terminating membership during this period, the member agrees to immediately pay a cancellation fee as set as a minimum of 50% of the remaining membership fees owed.

2.3 The Proprietor reserves the right to specify or amend the form in which payment shall be made e.g. from bankers standing order to direct debit.

2.4 If you have signed an agreed Monthly Payment by Direct Debit or any other means, the following conditions apply;

2.4.1 If either your monthly Direct Debit or any form of monthly payment is not honoured for any reason, you shall pay the Club on demand, an administration fee of up to £20 for each transaction failure (to be charged or waived at our discretion) along with any other outstanding membership fees.

2.4.2 It is not the Club's responsibility for any disputes between the member and their bank.

2.4.3 It is the member's responsibility to advise us immediately in writing of any change to your banking or payment details, or any other changes to member's details.

2.4.4 If you fail to pay any amount due under this agreement for a period of more than 30 days, then all outstanding payments may be passed to a third party for collection. Any additional costs incurred will be borne by

the individual who the membership agreement is with, including costs in tracing you, should you have changed your address without written notification to the Club Manager.

3.0 Membership/Assignment

3.1 The Proprietor reserves the right to reject any application for membership of the Club without giving any prior notice.

3.2 Membership is personal to the member at the Club premises for which membership is granted and cannot be transferred.

3.3 The Proprietor may assign the benefit of this agreement to any person, firm or company at any time and will use its reasonable endeavours to give each member prior written notice of any assignment.

3.4 Single Peak and Single Off-Peak Membership.

Available to individuals of at least 16 (sixteen) years of age. Single Membership is entitled to the full use of club facilities during the opening hours applicable to the membership access rights.

3.4.2 Corporate Membership

A Corporate Member is entitled to all the privileges of Single Peak Membership. It is available only where at least 6 (six) individuals from one organisation take up and maintain membership. The membership is non-transferrable except where the initial subscription fee and monthly dues are paid by one organisation in which case the individual entitlement may be transferred at the nomination of the organisation. The Corporate Membership shall not be transferred from one organisation to another. A small charge will be made for transferring memberships. All Corporate Memberships must be supported by an applicable form of identification which names the member as an employee of the applicable company.

3.4.3 Single Off-Peak Membership

Single Off-Peak Membership is available to an individual member who will be entitled to full use of Club facilities during the stipulated off peak hours only.

3.4.4 Child Membership

Child members are children under the age of 16 (sixteen) who are permanently resident in the household of parents who are members.

3.4.5 Student Membership

A Student Member is entitled to all the privileges of single Peak membership. It is available to those in full time education. All student memberships must supported with an applicable form of identification which names the member as a student with the applicable educational establishment.

3.4.6 Any change in a Member's postal address, email address (registered with the membership), telephone number or bank details should be given in writing to the Club Management at the Club premises where the

4.0 Fees

4.1 An initial subscription fee and monthly membership fee (which may change from time to time) shall be payable for each class of membership. The Club Management shall give 30 (thirty) days written notice of any changes in the monthly membership fee. The Club facilities not included within the monthly membership fee (and charges for their use) may change from time to time. Separate charges will be levied for beauty therapy and bar/restaurant facilities which are not included in the monthly membership fee.

4.2 The Club Management has the right to increase the monthly membership fee once in the contracted period. Notification of price increases will appear on the club noticeboard and be communicated electronically.

5.0 Admission to the Club Premises

5.1 Membership of the Club is exclusive to The Harrogate Spa and cannot be transferred or used to access any other leisure club within the group without prior arrangement and at the discretion of the site Leisure Club Manager or General Manager

5.2 Access to the Club is available during the published opening hours which the The Harrogate Spa has the right to vary with prior notice.

6.0 Termination

6.1 Membership may be terminated by the Club Management or the Proprietor:

6.1.1 Without notice in the event of such member committing a serious or repeated breach of the Club rules (as may be amended from time to time) E.G. verbal or physical abuse to staff or bringing unauthorised guests into the club;

6.1.2 by notice in writing if any payment owing to the Club by the member remains unpaid for 30 (thirty) days after the due date of payment; Or

6.1.3 upon not less than 30(thirty) days notice in writing if the Proprietor believes that the member(s) is not a suitable individual for continued membership of the Club.

6.2 Membership may be terminated by the member:

6.2.1 on giving at least 1 (one) calendar month written notice to the Club Management to expire on or any day after the first anniversary of the date of joining.

7.0 Guests

7.1 Members escorting guests on the Club premises shall ensure that guests complete a guest pass or pay the current guest fee.

7.2 Guest must always be accompanied by the member introducing them who will then be responsible for their guests actions and safety whilst on the Club premises.

7.3 No more than 2 (two) guests may be introduced to the Club at any one time by the same member. Prior approval may be granted by the Club Management for additional guest entry.

7.4 Guests with a valid guest pass will have the same membership privileges as the member who is escorting them and will be subject to the same rules. The management may refuse entry to any guest to any Club premises without giving any reason. Guest charges and admission hours may vary from time to time.

8.0 Children

8.1 Child members may use certain facilities (as determined by the Club Management). Child members must be accompanied by the adult member at all times who will be responsible for the conduct, safety and supervision of the child. The hours during which children may be admitted may vary from time to time.

8.2 Child members under 16 (sixteen) years of age may only use the swimming pool with adult supervision.

9.0 Dress

9.1 Appropriate dress must be worn at all times on the Club premises and during activity classes. Trainers must be worn when using the equipment in the Club gymnasium.

10.0 Reservations

10.1 All reservations for services and/or programmes shall be made up to 1 (one) week in advance. 24 (twenty four) hours notice is required to cancel any such reservations and upon shorter notice the member who has made the reservation shall be charged the full amount unless the appointment can be refilled.

10.2 The Club Management can refuse to rebook a member who repeatedly cancels or repeatedly fails to keep an appointment for the Club services and/or programmes.

11.0 Conduct of Members

11.1 Members and guests are expected to behave in an orderly fashion at all times whilst on Club premises. Any damage to Club property shall be paid for by the member (or their guest) who is responsible.

11.2 No alcohol or food can be brought by members onto the Club premises and smoking is strictly forbidden anywhere on Club premises.

11.3 Members and their guests shall shower prior to entering the swimming pool, whirlpool, steam or sauna areas, and again upon leaving the steam and sauna areas and before re-entering the swimming pool or whirlpool.

11.4 Members may not enter the Club under the influence of alcohol or under the influence of any non-prescription drugs or other illegal substances.

12.0 Disclaimer of Liability

12.1 All members and guests use the Club at their own risk. Neither the Proprietor nor any company within the Cairn Group of companies or agents or employees of either shall be liable for:

12.1.1 the personal injury or death of any member or guest whilst on the Club premises or while using Club facilities, except to the extent that death or personal injury arises from any negligent act or omission of the Proprietor or any agent or employee of the Proprietor: or

12.1.2 any loss, damage or theft of personal property belonging to the member or any guest occurring on Club premises.

12.2 Members and/or guests are advised to undergo a medical examination prior to the beginning of any physical activity programme. Members with diabetes, or who suffer from heart disease, high or low blood pressure or pregnant women should consult with their doctor to check which Club facilities should not be used.

13.0 Restriction/Closure of Club Facilities

The Club Management reserves the right to show potential members around the Club premises and allow them to use the Club facilities from time to time.

13.2 The hours during which the Club premises are open for use by members will be shown to members on joining. Members will be given reasonable prior notice of any intended closure for additional cleaning requirements (not day-to-day cleaning) or staff training requirements.

13.3 The Proprietor and Club Management will use their reasonable endeavours to ensure that the Club facilities are in working order and available to use by members during such times as the Club premises may be open. There may be occasions when Club facilities may be out of order or not available for reasons beyond the control of the Proprietor such as for reasons of servicing or refurbishment. Member entitlement to use of facilities is therefore limited to those Club facilities which are available for use at the time they wish to use the facilities.

14.0 Any disputes

14.1 Any dispute or indifference which may arise in regard to the interpretation of these terms and conditions shall be determined by the Proprietor whose decision shall be final.

15.0 Temporary Membership Freeze

15.1 If a member is unable to use the Club facilities due to injury or illness then they may freeze their membership free of charge for the timeframe as noted by their general practitioner (GP) and documented evidence for this must be supplied to the Club. The membership fee will be frozen from the next membership payment. The remaining contracted period of membership will resume from when the membership is reactivated.

15.1.1 If a member loses their membership card, then a £5 administration fee will be charged for a replacement.

15.2 Membership may be frozen (that is not illness or injury related) for a minimum of 1 (one) month and a maximum of 3 (three) months in the contracted period. The member must give 1 (one) calendar month notice of this request in writing to the Club. After which payments will return to the full rate.

16.0 Waiver

16.1 The failure of the Proprietor to enforce any of its rights at any time for any period shall not be construed as a waiver of such rights.

17.0 Severability

17.1 If any of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other items and conditions which shall remain in full force and effect.

17.2 If any of these terms and conditions is so found to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

I have read and understood the above and agree to abide by the terms and conditions of Health and Leisure Membership and the rules and regulations referred to as above.

Signature.....

Name.....

Date / /

Signature.....

Name.....

Date / /

