# The Club at Holbrook Terms & Conditions

# **General**

All Memberships are subject to these Terms & conditions and the general terms and conditions agreed to upon application. By applying to become a Club Member at Holbrook Manor Hotel & Spa, you agree to comply and accept these terms and conditions and any oral representations made. Any failure to comply with these terms and conditions may result in the withdrawal of access and your membership with us.

While using our facilities, you accept responsibility for your state of health and physical condition. You should not partake in any physical activity that you may not be fit for. If you suffer any unusual symptoms while using our facilities, please immediately stop the activity and tell a member of staff.

When using the health club, please observe and read the notices displayed around the gym, pool area and studio area. Please note that floors anywhere in the Leisure Club areas are likely to be wet and slippery so please look where you are walking, always move carefully and use any handrails provided.

On joining, all members will be offered an induction with a member of our team to instruct you on the safe use of our equipment. We strongly recommend that this is undertaken. If you are unsure on how to operate any equipment, please ask a member of the team.

# Health & Safety

As your health and safety is our main priority, we have set out these rules to ensure a safe and enjoyable environment for all our members and guests. Please ensure these are adhered to at all times during your visit.

We ask you to familiarise yourself with the contents of any signage, notices on display and the location of our emergency exits. Food, liquids and Chewing gum are not permitted within the swimming pool area, gym area or during classes. We welcome children to our club, but they must behave responsibly and be under adult supervision at all times. They must not put themselves or other people in danger or prevent other members from enjoying the club or its facilities. Upon display of unreasonable behaviour, you may be asked to leave the facilities.

Suitable gym clothing and clean trainers must be worn at all times.

All equipment must be treated with respect, machines and equipment must be wiped down after use, left clean and dry and returned to the correct area.

Please ensure that all bags and belongings are stored in a locker prior to using the facilities, to avoid any obstacles and hazards for other guests.

### Joining us

Upon joining us with a Standard, Joint or Corporate membership, you will be required to pay a joining fee along with the agreed value for the calendar month. If opting for an Annual or 6 months membership, full payment is required upfront. Your membership will not commence until this payment has been received and we reserve the right to refuse service until settled. We offer different types of memberships (fees vary between membership types): Standard Memberships, Joint Memberships, Corporate Memberships, 6 Month Memberships and Annual memberships. Day passes can be purchased from our reception team where required and will be valid for one visit only.

#### Standard Membership

This membership agreement is with you only.

#### Joint Memberships

Joint memberships must commence and end on the same date to be eligible for this discounted rate. Should one individual wish to leave us, the remaining individual will automatically be upgraded to a Standard Membership.

### Corporate Memberships

Appropriate Identification will be required in order to obtain a corporate membership, at the discretion of management. Your corporate membership will automatically upgrade to a Standard membership once you no longer work for the organisation.

## 6 Month & Annual Memberships

Upon joining you agree to the entire value upfront for the set period of time. Following the statutory 14 day cooling off period, this rate is nonrefundable. In exceptional circumstances, you may request one Freeze per year at the discretion of management. A valid membership is required in order to gain access to our facilities and classes. Memberships are non-transferable and therefore, your membership cannot be used by anyone else.

All members are required to complete a Physical Activity Readiness Questionnaire (PAR-Q) upon joining and must receive an induction prior to working out to ensure safe and efficient use of the equipment. If as part of the PAR-Q there are some answers that indicate you have a medical condition, we may require a doctor's note.

We may offer you certain benefits as part of your membership. For a full list of benefits please contact our team. We reserve the right to amend or retain these benefits at any time.

### Membership Fees

Standard, Joint & Corporate members will receive a minimum of 1 month's written notice of any changes to membership fees. All memberships must be paid via Direct debit or card. If you have opted to pay via Direct debit, payment will be deducted from your bank on the 1<sup>st</sup> of each calendar month. In the event that your payment fails and payment is not made within 7 days of the Payment Day, an administration fee of £20 will become chargeable.

We retain the right to suspend your membership if there are any irregularities regarding payments. We may appoint a third party to recover outstanding membership fees. Access to the facilities may at our discretion be denied until payment issues have been resolved. At our discretion, we reserve the right to terminate your contract.

From time to time, we may run certain offers. The Club reserves the right to amend/revoke these offers at any time.

#### Leaving us

In the event that you wish to leave us, please notify <u>reception@theholbrookmanor.com</u> in writing of this. A minimum of a full calendar month is required to begin the Cancellation process. Where you are within your initial 2-month contractual period, cancellations are only considered for exceptional circumstances.

Cancellation of your direct debit instruction is not accepted as a request to terminate your membership. Annual and 6 Monthly memberships are strictly nonrefundable.

Your membership can be frozen in exceptional circumstances for up to 3 Months (illness or injury), at the discretion of management. You may be required to provide us with evidence of a doctor's note in order for us to process your request. We may terminate your contract in the following circumstances:

If a serious or repeated breach of this agreement or the club rules is committed where by no alternative resolution is possible. If any part of your membership fee remains unpaid after 30 days after the due date.

If you provide us with details which you know to be false for membership and the false declaration would have reasonably affected our decision to grant you a membership.

If we terminate for any of these reasons, we reserve the right to retain a portion of the money paid under this agreement to cover any reasonable costs incurred.

The Club reserves the right to refer any missed payments to a debt collection agency and will charge you an administration fee of £75, in respect of failed subscription payments and/or any collection letters sent to you in respect of unpaid amounts. If the third party/debt collectors are engaged to recover any outstanding amount the company will be entitled to recover their fees from the customers.

#### Pool, Spa Bath, Steam Room & Sauna

When using our Pool, Spa Bath, Steam Room or Sauna you must always follow the rules and guidelines displayed and any other instructions outlined verbally by the team.

These facilities are used at your own risk. Pregnant women and people with heart, breathing or blood pressure conditions are advised against spending time in this environment due to the extreme heat and humidity.

Children under the age of 16 are not permitted to use the pool area without supervision of a parent or guardian over the age of 18. Children are only permitted to use the pool within the designated Children swim times. Children under the age of 5 must not use the Spa Bath.

You must not enter the pool while under the influence of alcohol, drugs or after a heavy meal.

### General Acknowledgement of the Risks of Self -Regulated Swimming and Leisure Activities

You expressly acknowledge that engaging in Self-Regulated Swimming and Leisure Activities involves a greater risk of serious injury, drowning and/or death than that associated with such activity in a supervised pool, gym or other facility. You also expressly acknowledge that any injury, damage or loss sustained by you or any other person may be compounded or increased by the absence of a lifeguard or other supervision staff and by swimming or using the gym or other facility without another person being present. You acknowledge that, except in the case of death and personal injury caused by Holbrook Manor Hotel & Spa negligence , you will bear the risks of you and your party using the Hotel's facilities and none of the Hotel, its partners, staff, contractors or agents shall be liable to you or any other person for any injury, loss, claim, proceedings or damage whatsoever suffered, incurred or sustained directly or indirectly in connection with Self-Regulated Swimming or the use of the Leisure Club facilities, the areas surrounding the swimming pool and spa bath, gym, changing rooms and toilets at the Holbrook Manor Hotel & Spa.

### **Changes to Operations**

It may be necessary for us to close or withdraw all or part of the facilities at any time for essential repairs, maintenance, alterations or for safety reasons. Our operating hours may be subject to change due to Staff shortages, Holidays, Refurbishments and Maintenance Work. There will be no refund of membership during this time, however we will endeavour to provide members with notice of any changes.

Changes to class timetables may occur and occasionally classes may be cancelled due to unforeseen circumstances. Where possible, we will endeavour to provide an alternative class instructor.

### **Behaviour**

Smoking and use of vapes/e-cigarettes is prohibited in all areas of the health club.

We reserve the right to terminate your membership if in our reasonable opinion, a member is damaging the character or interest of the health club; is offensive to other members or staff; hazardous to the health and safety of other members or staff or of significant impediment to the enjoyment of other members.

Mobile phones and any other recording devices are strictly prohibited without prior agreement.

#### **Liability**

We do not accept liability for any loss or damage to your property that happens within our facilities unless such damage or loss is due to our negligence. You accept that valuables left unattended are at your own risk.

We do not accept any responsibility for any harm that you suffer as consequence of using our facilities and grounds, unless such harm is due to our negligence.

### Force Majure

The Holbrook Manor Hotel & Spa shall not be liable or responsible for delays or cancellations by reason of circumstances beyond its control, including, but not limited to, acts of political, civil or military authority, national emergencies, labour difficulties, fire, mechanical breakdown, equipment or electrical failure, flood or catastrophe, outbreaks of disease, pandemics, epidemics, acts of God, insurrection, war, riots or failure of communication or power supply.

# Privacy Policy

All of the information that we collect and hold about you and any members of your party will be used in accordance with our privacy policy. CCTV is used in and around the Holbrook Manor Hotel and Spa for safety and prevention of crime reasons and in accordance with our Privacy Policy.