

# Membership Terms and Conditions

## 1. ABOUT THIS AGREEMENT

- 1.1 References to 'you', 'your' and 'yours' are references to the individual completing the membership application form. References to 'we', 'us' and 'our' are references to the Whittlebury Park Leisure Club referred to on the application form, operated by Whittlebury Park Hotel & Spa Ltd. The 'Agreement' means the membership agreement entered into between you and us, which incorporates the application form, the pre-activity readiness questionnaire ("PARQ"), these terms and conditions and the Club Rules.

### Club

The 'Club' means the Leisure Club of which you are a member. The 'Club Rules' mean the operational rules, procedures and guidelines applicable to the Club and as amended by the management from time to time.

### Members

A 'Direct Debit Member' is a Club member who pays the Subscription Fee by monthly direct debit. A 'Prepaid Member' is a Club member who pays the full Subscription Fee annually or six monthly in advance.

### Fees

The 'Joining Fee' means the one-off Club joining fee, which, subject to the terms of this Agreement, is non-refundable. The 'Subscription Fee' means the annual or six monthly Club membership fee, payable either in full in advance or monthly in advance by direct debit. In the case of monthly payment by direct debit the amount of the monthly payment may be altered in accordance with paragraph 3.2(c) below.

- 1.2 You acknowledge that you have received a copy of the Club Rules. The Club Rules form part of the Agreement.

## 2. MEMBERSHIP DURATION

- 2.1 Subject to paragraphs 2.3 and 2.4 below, the membership period is 12 or 6 months (as specified in your application form) commencing on the day following receipt of your Joining Fee and the Subscription Fee, or in the case of Direct Debit Members, the Joining Fee and the first payment towards the Subscription Fee.

- 2.2 If you are a Prepaid Member, unless your membership has been brought to an end early in accordance with the Agreement, we will write to you giving you not less than 4 weeks notice of the expiry of the 12 or 6 month term and offering you the opportunity to renew your membership for a further 12 or 6 months. Our letter to you will indicate the new Subscription Fee payable for the next period and any other revised terms.

- 2.3 If you are a Direct Debit Member, unless your membership has been brought to an end early in accordance with this Agreement, the Agreement will continue after the expiry of the initial 12 or 6 month period unless and until you terminate the Agreement by giving us notice in writing of not less than 30 days, not to take effect prior to expiry of the initial 12 or 6 month period. If you wish to terminate, it is your responsibility to instruct your bank after the last due payment has been made, to stop the direct debit payments at the end of the 12 or 6 month period.

- 2.4 If within 14 days of the commencement of your membership you wish to terminate the Agreement you must notify the Club in writing within that 14 day period, in which case we will agree to terminate the Agreement and refund you 50% of the Joining Fee and the full Subscription Fee. This termination date only applies within the first 14 days of membership.

## 3. FEES

- 3.1 The basic membership fee structure comprises a Joining Fee and a Subscription Fee ('Membership Fees'). Payment of Membership Fees entitles you to the use of the Club exercise facilities during Club opening hours. Other charges which are in addition to membership fees vary and include charges for equipment hire, sun showers, beauty treatment fees and guest fees etc. All published Fees and other charges are inclusive of VAT.

- 3.2 We have the right to review the Joining Fee and Subscription Fee at any time. We currently implement an annual price review to the Joining Fee and Subscription Fee on 1st January each year.

- (a) If you are a Prepaid Member the price review in the Subscription Fee will not affect you until you renew your membership under Section 2.2 at the end of the 12 or 6 month period.

- (b) If you are a Prepaid Member and fail to renew your membership before your expiry date, then you will be classed as having left the club, which means upon renewing your membership you will be issued a new members number and you will need to re-join and pay the joining fee and other fees applicable.

- (c) If you are a Direct Debit Member we will write to give you 30 days notice of the review in the Subscription Fee and the revised monthly payments.

- (d) Your Direct Debit payment will be taken from your account on the 1st of every month or the nearest day thereafter.

## 4. YOUR OBLIGATIONS

- 4.1 You agree to pay the Joining Fee, the Subscription Fee and other applicable charges:

- 4.2 To comply with Club Rules;

- 4.3 To observe in particular all health and safety rules regarding usage of the Club;

- 4.4 To use the Club equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the Club and its facilities.

## 5 CANCELLATION BY YOU OR US

- 5.1 If you are a Prepaid Member and wish to cancel the Agreement before the end of the 12 or 6 month period, you will not be entitled to any refund of the Joining Fee, Subscription Fee or any part of them.

- 5.2 If you are a Direct Debit Member and wish to cancel the Agreement before the end of the 12 or 6 month period, you will remain liable to us for the monthly Subscription Fee payments until the end of the 12 or 6 month period and will not be entitled to any refund of the Joining Fee or any part of it. We will pass details of your liability to a third party for collection if you fail to honour this condition of membership.

- 5.3 In addition to our termination rights under paragraph 6 below, we may terminate the Agreement on 30 days written notice if it is unreasonable that we should be required to be bound by it. The notice shall specify the reason for termination. For example, we may have taken the decision to close the Club permanently. If you are a Prepaid Member a proportionate amount of the Subscription Fee will be repaid to you for the unexpired duration. If you are a Direct Debit Member no further payment will be due from the date of termination and an appropriate refund of the monthly direct debit payment in respect of the month of termination will be made if applicable.

## 6 TERMINATION BY EITHER PARTY FOR BREACH

- 6.1 We may terminate your Membership:

- (a) on 30 days' written notice if any fees or charges remain unpaid for 30 days or more; or

- (b) Immediately at our absolute discretion if you are in serious breach of the Agreement (which includes the Club Rules) or commit repeated minor breaches. If we do terminate your membership for any of these reasons you shall not be entitled to any repayment of the Joining Fee or Subscription Fee. If you are a Direct Debit Member, you will remain liable for the full amount of the Subscription Fee to the end of the initial contract period, even if you cancel your direct debit.

- 6.2 You may terminate your Membership by giving us 30 days notice in writing if:

- (a) We significantly reduce the facilities or opening hours of the Club for a period of more than 8 weeks at a time; or,

- (b) We change the location of the Club; or

- (c) We close the Club for refurbishment for a period of more than 8 weeks at a time. We will use our reasonable endeavours to give you at least 45 days notice of the change (either in writing or by prominently displaying a sign in the Club). If you terminate your Membership for these reasons and are a Prepaid Member, a proportionate amount of the Subscription Fee will be repaid to you for the unexpired duration. If you are a Direct Debit Member no further payment will be due from the date of termination and an appropriate refund of the monthly direct debit payment in respect of the month of termination will be made if applicable.

## 7 MEMBERSHIP SUSPENSION

- 7.1 Provided that all fees have been paid and are up-to-date you have the right to suspend your membership for a minimum of 2 months and a maximum of 6 months in any one period for a medical reason supported by a doctor's report. You must do this by writing to the Club giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. The period of suspension may be for whole months only, and not for any lesser period.

- 7.2 If you are a Prepaid Member the Agreement expiry date will be extended by the period of suspension.

- 7.3 If you are a Direct Debit Member the end of the initial 12 or 6 month period will be extended by the period of suspension.

- 7.4 We do operate a golf suspension policy which differs from our Leisure Club suspension policy. Golf members wishing to enquire about suspending their membership must email membership@whittlebury.com to obtain a copy of the golf suspension policy and be in acceptance of this policy before The Membership Team confirm full details of the suspension.

## 8 TRANSFER OF MEMBERSHIP

If you are unable to use the Club because you have to relocate, or have suffered redundancy, or have a medical condition that prevents your use of the Club (and are able to provide reasonable evidence of your relocation, redundancy or medical condition) you may transfer your membership to another person (the 'Substitute Member') for the remainder of your membership term; provided that the Substitute Member is accepted for membership, agrees in writing to be bound by the Agreement, and (if you are a Direct Debit Member) agrees to pay the Subscription Fee by direct debit (unless you yourself continue the payments).

## 9 CLUB REPAIRS AND MAINTENANCE

We reserve the right to close the Club for up to 14 days in any one calendar year for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. If the Club is closed for these reasons for more than 14 days within a calendar year but for less than 8 weeks at a time (when sub-clause 6.2 may apply), we will refund you a proportionate amount of the Subscription Fee for the closure period in excess of 14 days.

## 10 GUESTS

- 10.1 You are entitled to bring 2 guests to the Club at any one time who may use the Club and its facilities on payment of the applicable club guest day charge. Guests must be accompanied by you at all times and must sign in and complete a medical questionnaire.

- 10.2 Guest admittance may be restricted at certain peak times at the discretion of the Club.

- 10.3 You are responsible for ensuring that your guests comply with the Club Rules and you must not leave the Club before your guests.

- 10.4 You may not introduce a guest who has been previously rejected as a Member or who has had membership terminated or suspended.

- 10.5 The rules governing guest passes will be published from time to time.

## 11 CORPORATE MEMBERSHIP

- 11.1 Corporate membership rates are available for companies/firms or other commercial businesses introducing 6 or more members. This shall include a minimum of three employees or firm members and may include up to 50% partners or other family members of employees or firm members.

- 11.2 Section 7 (Membership Suspension) does not apply to corporate members and if at any time and for any reason the number of members under the corporate membership falls below 6 you will have 30 days to remedy that situation failing which the membership will be reclassified as individual membership. In that case members will be obliged to sign individual agreements with us and they will be charged a supplement to align the fees for individuals for the balance of the contract period.

## 12 JOINT MEMBERSHIP

- 12.1 Joint membership rates are available. Should either member suspend their membership (under section 7) or break their contract terms, the remaining member will be moved to a single membership tariff for the balance of the contract period.

## 13 JUNIOR MEMBERSHIP

- 13.1 16 and 17 year olds can be members in their own right but no direct debit will be accepted and if you wish to pay by direct debit, payment must be made by a parent or guardian on your behalf.

## 14 CHILDREN

- 14.1 Charges apply for children between the ages of 2 and 15 as advertised from time to time.

- 14.2 Children under the age of 2 years go free into allocated Children's swim sessions.

- 14.3 Children under the age of 2 years need to wear waterproof nappies.

- 14.4 The heat and ice experiences, sun showers, sauna & steam rooms are for adult use only. Children under the age of 16 are permitted to use the pool within the designated children's hours when accompanied by an adult member who shall at all times be responsible for the child's conduct\*. The hours are available upon request from the leisure clubs reception or a member of the leisure staff. Children under 16 may not use the gym at any time.

\* Note, this is principally an adult facility and junior swim times are severely restricted.

## 15 LIABILITY

- 15.1 We and our employees, officers and agents will not be liable in any way for the loss of, or damage to, or theft of property of members or guests or for personal injury to, or death of, any member or guest.

## 16 VARIATION OF TERMS

- 16.1 We reserve the right to vary these terms and conditions, including the Club Rules at any time, to reflect changes in connection with the management and operation of our Club. Unless changes are for health and safety reasons or essential to safeguard our interests, those of our members or hotel guests, we will use reasonable efforts to give you 14 days' notice before any change takes effect by displaying an appropriate notice in the Club.

- 16.2 If you do not accept the proposed variations and can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you, you may cancel the Agreement. If you are a Prepaid Member we will make an appropriate refund of the Subscription Fee for the unexpired period of the Agreement. If you are a Direct Debit Member your obligation to make monthly payments will cease with effect from the date of cancellation. Your right to cancel does not apply if the changes have been imposed on us by legislation, government or local authority regulation or regulation of any other competent body.

## 17 PERSONAL INFORMATION

- 17.1 We use the personal information you provide to us in deciding whether to accept your membership application. That information, and any other personal information you provide to us, is collected and processed by us so that we can provide you with our services and handle your requests.

- 17.2 You have the right to ask for a copy of the information we hold on you, and to have any inaccuracies corrected to us, by writing to the Club.

## 18 GENERAL

- 18.1 We may transfer any of our rights and liabilities under this Agreement. We will notify you of any such transfer.

- 18.2 You must write to inform us of any change in the personal details you have provided to us. If you fail to notify us of a change of address, any communications will be deemed to have been received by you 5 days after posting by us.

- 18.3 This Agreement is governed by English law. In the event of any disagreement in the interpretation of the Club Rules, our decision is final.

- 18.4 We occasionally relocate members to various changing rooms, this could be our downstairs or upstairs spa changing rooms.

- 18.5 All cancellation and suspension requests must be emailed to membership@whittlebury.com before the 5th of each month. Any requests received after this date will result in an additional months subscription being taken.

Please sign and date below to confirm acceptance of the above Membership Terms and Conditions

Signature

Date