



Terms and Conditions of Membership for Leisure and Gym Facilities

Welcome to Our Leisure and Gym Facilities! We are pleased to provide an array of amenities to support your fitness and well-being. Please read the following Terms and Conditions carefully, as acceptance of membership constitutes agreement to comply fully with these terms.

1. Membership Overview

1.1 Membership Types:

- **Swim Membership:** Access to swimming facilities only.
- **Swim & Gym Membership:** Access to swimming and gym facilities, including free weights, resistance machines, and cardio equipment.

1.2 Included Facilities: Membership provides access to:

- **Swimming Pool**
- **Gym Areas:** Including free weights, resistance equipment, and cardio equipment.
- **Wet and Dry Changing Areas**

1.3 Supplementary Facilities: Additional facilities, including but not limited to the steam room, hot tub, jet pools, and sauna, are supplementary services. These facilities do not form part of the core membership. We reserve the right to amend, withdraw, or charge additional fees for these services at any time without prior notice or compensation.

2. Membership Eligibility and Registration

2.1 Age Requirement: Members must be 18 or older. Proof of age may be required upon registration.

2.2 Health and Safety Considerations: Members are responsible for consulting a healthcare provider before using the facilities if they have any health concerns. Usage of the facilities is at the member's own risk, and the facility bears no liability for any health complications arising from use.

2.3 Registration Process: Members must complete all registration formalities accurately. Providing false or inaccurate information may lead to suspension or termination of membership.

3. Usage of Facilities

3.1 Facility Hours and Availability: Facility hours are posted and may vary. Management reserves the right to alter hours or close areas without prior notice for maintenance, private events, or operational reasons.

3.2 Code of Conduct: Members must:



- Adhere to all facility rules, staff instructions, and posted guidelines.
- Use equipment responsibly and refrain from any misuse or behaviour that damages property.
- Act respectfully toward others, avoiding disruptive or offensive behaviour. Any harassment or misconduct will result in suspension or termination of membership without refund.

3.3 Changing Facilities and Personal Belongings: Members are responsible for their belongings. The facility is not liable for any lost or stolen items in changing rooms or other areas.

4. Health and Safety

4.1 Member Responsibility: Members are expected to use facilities safely and assume full responsibility for their actions within the facility.

4.2 Medical Conditions: It is the member's responsibility to manage their health appropriately, including seeking professional advice if they have any medical conditions. The facility is not responsible for any medical complications arising from facility use.

4.3 Injury Liability: Members use the facilities at their own risk. The facility will not be held liable for injuries, except in cases of proven gross negligence by facility staff.

5. Facility Maintenance and Availability

5.1 Facility Maintenance and Cleanliness: The facility is committed to maintaining a clean and safe environment. However, members should be aware that supplementary facilities (steam room, hot tub, jet pools, sauna) are provided as additional perks and may be temporarily unavailable for maintenance without notice.

5.2 Right to Withdraw or Amend Supplementary Facilities: Supplementary services may be withdrawn, amended, or made subject to additional fees at any time. The facility is under no obligation to provide prior notice or compensation for these changes.

5.3 Notice of Closures: Facility management will make every effort to inform members of planned closures but retains the right to close any area without notice in the event of emergencies or urgent repairs.

6. Fees and Payment

6.1 Membership Fees: Membership fees are non-refundable and must be paid in full at the start of each membership period as outlined in the membership agreement. Failure to pay fees will result in suspension or termination of access to all facilities.

6.2 Consequence of Unpaid Membership Fees: Using any facilities without up-to-date payment is strictly prohibited and considered unlawful. Members attempting to access facilities without full, current payment will:



- Be reported to the police for **obtaining goods or services without payment** and **trespassing**.
- Be **subject to a lifetime ban** from the facility, hotel, and all associated properties or affiliated brands.
- Have civil action pursued against them, with the facility reserving the right to recover any outstanding fees and associated costs through **civil court proceedings**.

6.3 Additional Fees for Classes or Services: Certain classes, training sessions, or facility areas not included in the general membership may incur additional fees. Members must pay these fees as specified, and failure to do so will lead to denial of access to those services.

6.4 Price Adjustments: Membership fees are subject to review and may be adjusted. Members will receive a minimum of 30 days' notice for any fee changes. If members do not accept the fee change, they may choose to terminate their membership under these Terms and Conditions.

7. Termination and Suspension

7.1 Termination by Member: Members wishing to cancel their membership must refer to **Harlands Direct Debit Terms and Conditions**. Only acceptable reasons for cancellation, as outlined by Harlands, will be honoured. The facility is under no obligation to process cancellations outside these terms.

7.2 Termination by Facility: The facility reserves the right to terminate or suspend a membership due to any breach of these Terms and Conditions or unacceptable behaviour, as determined at the facility's discretion. In cases of termination by the facility, no refunds or compensations will be provided.

7.3 Temporary Suspension of Membership: Members seeking temporary suspension must make a direct request to **Harlands Group**. There is no assurance that suspension requests will be approved. All decisions regarding suspension are under Harlands' terms and are independent of facility control.

8. Privacy and Data Protection

8.1 Data Collection and Use: Members consent to the collection, storage, and use of personal information for membership administration and communications, as well as other legally required purposes.

8.2 Data Protection: Member data will be stored securely and used solely in accordance with applicable data protection laws. Data may be shared with third-party partners for administrative purposes, with member consent implied upon agreement to these terms.

9. Limitation of Liability

9.1 Facility's Limited Liability: The facility will not be liable for personal injuries, property damage, or loss occurring on the premises except in cases of verified gross negligence.



9.2 Member's Assumed Risk: Members agree to assume full responsibility for any personal injuries, health issues, or damages incurred while using the facilities.

9.3 Damages to Facility Property: Members are responsible for damages they cause, whether intentional or through negligence, and will be charged accordingly. Failure to pay for damages may result in termination of membership.

10. Additional Terms and Conditions

10.1 Amendments to Terms and Conditions: The facility reserves the right to amend these Terms and Conditions at any time. Members will be notified of significant changes, but it is the member's responsibility to regularly review these terms.

10.2 Non-Transferability: Membership is personal to the member and is non-transferable. Members are prohibited from sharing or transferring their membership benefits with others.

10.3 Severability: Should any provision of these Terms and Conditions be found invalid or unenforceable, the remaining provisions shall remain in effect.

10.4 Governing Law: These Terms and Conditions are governed by and construed in accordance with the laws of the jurisdiction in which the facility operates. All disputes are subject to the exclusive jurisdiction of this region's courts.

By accepting membership, members acknowledge they have read, understood, and agree to abide by these Terms and Conditions. Failure to comply may result in immediate suspension or termination of membership with forfeiture of fees paid.

For any questions or assistance, please contact facility management directly.