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- 5.2.5. **theclub** may refuse the transfer if advertising is used to conduct the transfer;
- 5.2.6. a membership registration certificate may not be transferred to an existing member or previous member within 6 months of their previous membership;
- 5.2.7. the new member will be solely responsible for the completion of (“the initial term”) once the transfer has been completed.
- 5.3. Membership rights:
 - 5.3.1. upon validation of this certificate by **theclub**, the member shall be entitled to all rights and privileges as stated in these Terms & Conditions, except the reissue of the Money Back Guarantee
 - 5.3.2. all memberships are non voting and non proprietary and run continuously
- 5.4. Founder Memberships are limited. Five years membership can be purchased for the price of three years on the condition that the fee is paid in full in advance (this fee can be accepted only by cash, cheque or debit/credit card). These members will receive certain privileges, details of which are available in writing from **theclub**. The member can transfer the Founder Membership at any time during the five-year term subject to approval from **theclub** and payment of the appropriate transfer fee. Terms and Conditions of transferring membership apply found on the reverse of membership registration certificate.
- 5.5. Membership registration certificates should be kept safe by each member as they may carry a value on resale. An existing member wishing to leave **theclub** may transfer the certificate to a prospective member subject to approval from **theclub** and under the terms and conditions of transfer found on the reverse of the membership registration Certificate.
- 5.6. **theclub** may assign the benefit of the Membership Agreement and/or any money due there under to a third party at any time without notice to the member.
- 5.7. A person who is not a party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement.
- 5.8. **theclub** may, if a member so wishes, communicate with the member by electronic mail (“email”) or text message (SMS). By providing an email address and a mobile telephone number to **theclub** the member consents to receiving email communications from **theclub**, including notices pursuant to these Terms & Conditions. The member also accepts the risk that email may not be a secure and confidential means of communication, **theclub** will not be liable for any loss or damage suffered as a result of communicating with a member by email or text.
- 5.9. Members shall be given not less than 10 working days’ written notice of any increase in the monthly subscription fee, in accordance with the Direct Debit Scheme Guarantee.
- 5.10. Membership keys are issued upon receipt of a nominal fee (if applicable) and will remain the property of **theclub**. **theclub** reserves the right to retain any membership key if there has been a defaulted payment by the member concerned.
- 5.11. Membership keys/cards are the property of the Club and should they be lost or stolen, **theclub** must be notified immediately. A fee for replacement will be charged.
- 5.12. The membership key must:
 - 5.12.1. be presented to a reader as requested on each visit to **theclub**, failing which a day membership fee may be charged or admission refused;
 - 5.12.2. only be used by the person to whom it is issued (abuse will lead to forfeiture);
 - 5.12.3. be carried by members when visiting **theclub** and shown to **theclub** Reception and/or other staff members when asked to do so.

6. Membership Cancellation

- 6.1. Failure to pay for membership will result in immediate suspension of membership until payments are made up to date. Monthly payments will only be accepted by Direct Debit, no cash payments are permitted.
- 6.2. Subject to the provisions of the Membership Agreement, after “the Initial Term”, a member may cancel his membership at any time by signed written request by the head member to the Membership Secretary of **theclub**. One calendar month notice is required for all cancellation requests and must be received by the 1st of the desired Month of which cancelation is requested. All payments shall be due and payable until the expiration of such notice. All membership keys must be returned to **theclub** by such date.
- 6.3. Members are not entitled to refunds of annual or advance payment memberships.
- 6.4. Any member who after the Initial Term falls behind in payment will have this membership suspended until the full balance has been settled.
- 6.5. Any monies outstanding are required to be paid in full, prior to rejoining **theclub**.
- 6.6. It is the responsibility of the member to cancel his Direct Debit with his bank on termination of his membership. **theclub** cannot be held liable for any payments processed due to the failure of a member to cancel a Direct Debit.
- 6.7. **theclub** reserves the right to expel from **theclub**, suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in **theclub**’s reasonable opinion, be injurious to the character of **theclub** or amounts to a breach of the Terms & Conditions or where such expulsion is otherwise in the interests of the other members of **theclub**. Any member so expelled shall forfeit all privileges to Club membership and shall not be entitled to any repayment of his joining fee, first payment, monthly subscription fee or annual payment for any period during which his membership is suspended, and shall be liable to **theclub** for all monies due at the date of such expulsion, suspension or refusal.

7. Suspension of Membership

- 7.1. With the consent of **theclub** membership may be suspended for the following reasons only; on medical grounds, redundancy or absence from **theclub**’s catchment area/temporary relocation. Proof of the aforementioned will be required.
- 7.2. A monthly suspension fee is applicable. One calendar month notice is required for all suspension requests and must be received by the 1st of the desired Month of which suspension is requested. Suspension is at the Manager’s discretion. Full membership fees are not payable during a period of suspension.
- 7.3. Membership suspension is for a minimum period of 3 months and a maximum period of 12 months.
- 7.4. Members may not suspend their membership more than once per calendar year.
- 7.5. A suspension is applicable to a complete membership. Downgrades are appropriate for Joint and Additional memberships. A downgrade fee is applicable. One calendar month notice is required.
- 7.6. when a membership is suspended the amount of the suspension term will be added on to the “initial term”.

8. Limitation of Liability

- 8.1. **theclub** cannot be held responsible for any service or equipment not being available for whatever reason. **theclub** reserves the right to make alterations to the type of facilities provided, without notice and in its absolute discretion and **theclub** shall not be liable for any loss occasioned by such alterations except in so far as such loss is by law incapable of exclusion.
- 8.2. It is the member’s responsibility to ensure that he/she is capable of undergoing a routine of exercises provided by any programme which he/she follows or class which he/she attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class.
- 8.3. **theclub** accepts no liability for loss or damage to property of members or guests nor for injury to or illness of members or guests on **theclub** premises or in the car park except in so far as such loss, damage or injury is by law incapable of exclusion.
- 8.4. **theclub** cannot accept any liability for any accident or injury that may happen on **theclub**’s premises other than liability, which may arise from **theclub**’s negligence. Any accident, injury or illness must be reported to the Duty Manager immediately following the accident or injury.

The guidelines that follow are intended to help to ensure the smooth operation of **theclub** for everyone’s benefit.

1. Club Opening Times

- 1.1. Details of operating hours and availability of facilities may vary from time to time. **theclub** will give notice of any significant variations to its members.
- 1.2. Subject to the provisions of clause 1.1, **theclub** will be open each day .The hours at which **theclub** will open to members will be published by **theclub**. Opening hours on other official holidays are at the discretion of **theclub**’s management.
- 1.3. Off Peak Membership usage is Monday to Friday from **theclub** opening until 16:00 hours; weekends and Bank Holidays 14:00 – to **theclub** close.

2. Use of Facilities

- 2.1. A member is entitled to use **theclub**’s facilities providing always that **theclub** may at any time withdraw all or part of its facilities for any period or periods and with notice, where practicable, in connection with any special functions, cleaning, repair, alteration or maintenance work or for reasons beyond the control of **theclub**.

3. Members’ Guests

- 3.1. Members over 18 years of age may introduce guests to **theclub**. Use of any Club facilities will be subject to a charge advertised by **theclub**.
- 3.2. Members’ guests wishing to use **theclub**’s facilities must sign a guest record card and complete a Pre-exercise Questionnaire at Reception on arrival and members must accompany their guests and remain in **theclub** during the whole of the guest’s visit.
- 3.3. The management reserves the right to limit the number of visits per guest or to refuse admission.
- 3.4. Members are also responsible for their guests’ conduct and must not leave **theclub** before them. Members must ensure their guests are fully aware of **theclub**’s Terms & Conditions.

4. Children (3-16 years), Juniors (8-16)Students (17+)

- 4.1. This applies to Children (aged 3-16 years inclusive) who are members or guests of **theclub**. The terms “Children” and “Students” shall have the meanings given to them in this clause and throughout these Club Rules, unless otherwise specified or where the context otherwise requires.
- 4.2. Children may only use **theclub** during the day supervised by an adult at all times unless the child is taking part in an activity organised by **theclub**. The times at which various facilities are available to Children will be published at **theclub**. A Child member ceases to qualify for that membership category on his or her 17th birthday.
- 4.3. On that day the Student membership rate will apply and the subscription changes unless **theclub** receives notice of cancellation no less than 28 days prior to the 17th birthday. Subject to clause 4.7
- 4.4. Parents or guardians who leave their children in any of the organised activities must also collect them in person. Another person may only collect a child from these facilities when specific arrangements have been made for the child concerned. Parents or guardians are required to complete registration forms for all children before access to these facilities is permitted.
- 4.5. In exceptional cases, if approved by **theclub** management, 15 year olds may be permitted to use **thegym** equipment under supervision. Time restrictions and conditions will be agreed in writing prior to use.
- 4.6. Child members who are 14 years or older may use the Swimming Pool without an adult supervision. Rules of pool usage are still applicable.
- 4.7. A Student member qualifies for that membership category upon production of a current student card and written proof of full time attendance at a school, further education establishment, college or university.
- 4.8. Any persons aged 17 years or over who are not in full time education will be regarded as an adult member and the appropriate membership subscriptions will be applicable.
- 4.9. Children over the age of seven (7) may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult or not.
- 4.10. **theclub** operates a Child Protection Policy.
- 4.11. Children are the responsibility of their supervising adult carer and **theclub** will not be responsible for their behaviour.
- 4.12. Parents are reminded that changing facilities are provided and should be used accordingly where young children are concerned. Children under the age of four (4) must wear ‘Swim Nappies’ whilst swimming. They can be purchased from reception (charges apply)

5. Health & Fitness

- 5.1. All members must complete a Pre-exercise Questionnaire and undergo an initial lifestyle assessment and a basic supervised instruction session before using the gymnasium or exercise studio equipment.
- 5.2. Members and guests are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. **theclub** reserves the right to refuse access to the gymnasium and fitness facilities to any member or guest if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.
- 5.3. Members and their guests must notify **theclub** of any circumstances affecting their health, which may be exacerbated through continued use of gym or fitness facilities.
- 5.4. Members and their guests should not use any piece of gym equipment without prior instruction. Members and guests should ask a Club Fitness Advisor how to use new or unfamiliar equipment.
- 5.5. Access to the exercise studio maybe limited in the event of classes or pre-organised sessions. Details of these will be posted on Club notice boards and will be available from reception.
- 5.6. Members and guests using **thegym** are requested to carry a suitable towel, for the purpose of cleaning equipment after use.
- 5.7. Members are advised that failure to follow the rules stated clearly in **thegym** for both personal conduct and use of the equipment may result in revocation of the membership.
- 5.8. Under no circumstances will children under 15 years be permitted in the gymnasium. Unless attending structured exercise classes.

theclubandspa at Cadbury House | Frost Hill, Congresbury, Bristol, BS49 5AD

www.theclubandspabristol.co.uk

Tel: 01934 834 343 (option 1)

6. Facility Bookings

- 6.1. Advance bookings may be made for certain facilities at **theclub** according to the rules of **theclub**. In some circumstances there may be a booking fee. All bookings must be confirmed on arrival at Reception.
- 6.2. All memberships except the Founder category may book facilities up to seven days in advance by either by telephoning **theclub**'s reception or in person by members presenting their membership key. Founder members may book up to eight days in advance.
- 6.3. Facility fees, where applicable, must be paid before use of the relevant facility.
- 6.4. No-show fees, as published by **theclub**, will be charged when **theclub** does not receive notice of cancellation at least 24 hours prior to the booked time, where the facility cannot be booked to another member.

7. Personal Training

- 7.1. All Personal Training is controlled by **theclub** and should be arranged with its knowledge and consent. Personal Training is undertaken by qualified and registered Personal Trainers appointed by **theclub** and no other Personal Training is permitted unless advance permission is gained from **theclub** Manager and the Fitness Manager. Members are personally responsible for paying for any Personal Training booked.
8. Swimming Pool
 - 8.1. Access to swimming areas may only be gained by the wet routes leading from the changing rooms. No running, jumping or diving is allowed in the pool areas. No balls, floats or inflatables are permitted in the pool areas other than those provided by **theclub**. Radios, lilos and anything that **theclub** in its absolute discretion considers to be detrimental to the use of the pool areas are not permitted. Members and guests are requested to wear conventional swimming costumes only. The pool areas may from time to time be reserved for adults only, swimmers only, classes, lessons or children's parties. Prior notice will be displayed on Club notice boards.
 - 8.2. Photography and filming (including Picture and Video Mobile Phones) are strictly prohibited in changing areas and in and around the poolside facilities.
 - 8.3. We advise flip-flops to be worn to and from changing areas.
 - 8.4. Conventional footwear is not permitted on wetside. Overshoes are provided and must be worn at all times.
 - 8.5. All wetside facilities must be cleared at least 30 minutes before closing to allow time for showering and dressing.
 - 8.6. For reasons of health and hygiene it is necessary for all members and guests to shower before entering the pool
 - 8.7. Guidance issued by the Health and Safety Commission ("HSE") recommends direct supervision of children by one parent or adult in the pool at any one time. Under 14's must be supervised in the pool by a responsible adult.
 - 8.8. There will be restrictions in place for adult only swim times. No Children will be permitted to use the pool or wet facilities during these times. Times will be posted in **theclub**.

9. Sauna, Steam & Spa

- 9.1. Members and guests with the following conditions should not use the spa, sauna and steam room: low/high blood pressure, cardiac irregularities, asthma and pregnancy. This list is not exhaustive If there is any doubt, the member or guest should consult his/her doctor. Swimming costumes must be worn in the communal spa, sauna and steam room. For safety reasons no person should spend more than 15 minutes in a sauna and steam room. Shaving is not permitted in the sauna and steam room. Under 14's are not permitted to use the sauna, steam room and spa.
- 9.2. Members and guests must shower before and after using the sauna, steam room and spa.
- 9.3. Members must use a towel when using the sauna.

10. Lockers

- 10.1. Personal belongings are brought onto **theclub** premises at the members/guests own risk and **theclub** does not accept liability for any loss or damage whatsoever to such items. For security reasons members and guests are advised to store personal belongings and valuables in the lockers, which are provided for the convenience of members and their guests. Lockers are provided on a daily basis only and any items left overnight will be removed when **theclub** closes. Padlocks are available for the locker doors from reception to hire or buy.
- 10.2. Any lockers found to be locked on closure of **theclub** will be forcibly opened and the contents removed to lost property where clause 10.3 will apply
- 10.3. Lost property will be held for a period of 4 weeks at **theclub** Reception. After this period **theclub** reserves the right to dispose of any items.

11. Dress

- 11.1. Members and guests are requested to wear a form of dress appropriate to the time of day and place on all occasions. In the gym and exercise studios a training top, shorts/leggings and clean, non-marking soled shoes should be worn.
- 11.2. Members wishing to make use of other facilities within Cadbury House other than **theclub** must be appropriately dressed at all times. Aerobics clothing, singlet's, swimsuits, cut-off denims and soiled sports clothing are not permitted in **thelounge** or bar areas.
12. Safety & Hygiene
 - 12.1. In the interests of safety and hygiene, no crockery, glass or foodstuffs are permitted in the changing rooms, gym, exercise studio or swimming pool areas. No pets (with the exception of dogs for the visually impaired) are permitted in **theclub** buildings and grounds. Members and guests must use the main entrance to **theclub** when entering or leaving **theclub**.
 - 12.2. Fire exits, which are clearly marked, are there in the interests of safety and members and their guests must not interfere with these doors for any reason. In the event of a fire, members and their guests are asked to make their way to the nearest available exit and proceed to the designated assembly point. All members and guests must acquaint themselves with the fire alarm and evacuation procedures posted around **theclub**.
 - 12.3. Cars must be parked in the designated parking bays.
 - 12.4. Smoking is not permitted anywhere in **theclub** building other than designated areas. **theclub** operates a strict no smoking policy and the management reserve the right to remove offenders from the premises.
 - 12.4. The use of drugs and is not permitted, other than for prescribed medical reasons.

13. Licensing regulations

- 13.1. The sale or supply of intoxicating liquor to adults in **theclub** is permitted within the general licensing hours in force applicable to the licensing district in which **theclub** premises are situated and the bar opening hours shall be fixed by **theclub**. Intoxicating liquor shall only be sold in accordance with the terms and conditions (if any) imposed by the Justices Licence granted in respect of **theclub** premises.

14. General

- 14.1. Members and guests must at all times observe **theclub** byelaws and guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of **theclub** may issue to ensure the smooth operation of **theclub** for the convenience of all members and guests.
- 14.2. It is advised to read the safety precautions when using the Sauna, Steamroom and Tanning Equipment.

- 14.3. Eye Protection must be worn when using the Tanning Equipment. Eye Protection is available from reception. (Charges apply)

- 14.4. Charges will apply to any member/guest who loses their membership key/card. Charges are displayed at **theclub** Reception

Terms & Conditions of Membership

1. Interpretation & Variation

- 1.1. These are the Terms and Conditions of Membership ("Terms & Conditions") incorporated into the membership agreement between theclub ltd (hereinafter referred to as "**theclub**") and each member ("the Membership Agreement"). These Terms & Conditions govern each member's membership of **theclub**
- 1.2. Terms defined in the Membership Agreement set out on the current membership application form shall have the same meaning where used in these Terms & Conditions.
- 1.3. **theclub** reserves the right to vary and revoke these Terms & Conditions from time to time and in addition to make, vary and revoke any bye-laws which it may consider necessary or desirable for the regulation of the internal affairs of **theclub** and the conduct of members and their guests. Any such changes will be notified to members in advance and, until revoked, are then binding on members.
- 1.4. These Terms & Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.
- 1.5. The owner of **theclub**, **theclub** ltd (hereinafter referred to as "the Owner"), whose decision shall be final and binding on all members of **theclub**, shall determine any dispute or difference, which may arise about the interpretation of these Terms & Conditions.
- 1.6. In these Terms & Conditions:
 - 1.6.1. references to the masculine include the feminine and where appropriate the singular, the plural and;
 - 1.6.2. the headings are for ease of reference only and are not to be taken into account in their interpretation.

2. theclub

- 2.1. **theclub** shall be operated as a proprietary Club owned by the Owner and administered by the Manager or by such person or persons, as the Owner shall nominate.
- 2.2. Members and guests must at all times observe the Club Rules and guidelines, which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of **theclub** may issue to ensure the smooth operation of **theclub** for the convenience of all members and guests. Club Rules are available from **theclub** Reception..
- 2.3. Members are required to give written notice to **theclub** of any change of address. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last address notified to **theclub**.
- 2.4. **theclub** reserves the right to refuse admission to **theclub**.
- 2.5. All persons using **theclub** facilities do so at their own risk. Members and guests are advised to seek medical advice before undertaking any form of exercise in **theclub**.
- 2.6. **theclub** is registered under the Data Protection Act 1998 (the "Act"), and complies with the Act in all its dealings with member's personal data.

3. Acceptance & Commencement of Membership

- 3.1. The initial Membership Agreement is for (the "Initial Term"). As stated in your membership agreement. Following the Initial Term membership is renewed automatically and shall continue until terminated by **theclub** or the member in accordance with these Terms & Conditions. A single membership can be purchased for any individual 18 years and above.
- 3.2. Acceptance of an application for membership is at the absolute discretion of **theclub**.
- 3.3. Persons wishing to become members of **theclub** must complete an official application form and submit it to the Manager. Any application may be rejected by the Owner or the Manager without giving any reasons for doing so and in such cases any monies paid shall be refunded immediately.
- 3.4. Subject to clause 4.1 when an applicant has signed a Membership Agreement and **theclub** has received the appropriate joining fee, administration fee and monthly or annual subscription, depending upon the type of membership applied for, the applicant will become a member of **theclub** and be entitled to all the appropriate privileges within the chosen membership category.
- 3.5. Where persons are accepted as members their membership shall commence from the time specified in 3.4, unless otherwise agreed. Membership keys/cards will be issued and must be used at all times on entry to **theclub**.
- 3.6. Proof of age may be required when purchasing membership.
- 3.7. Joint memberships can only be purchased by partners who live together or members of the same immediate family. Child memberships can only be purchased by adding onto a membership with persons aged 18 and over. Proof of the relationships referred to in this sub-clause must be provided if **theclub** so requires.
- 3.8. By joining **theclub** members accept and agree to be bound by the Terms & Conditions and **theclub** Rules. Members failing to comply with these Terms & Conditions or **theclub** Rules may be required to leave **theclub** premises, be refused admission or have their membership revoked. Any monies paid will not be refunded.
- 3.9. All new members are required to complete a Health Questionnaire and Par Q Form and have a full gymnasium induction before using **thegym** facilities.
- 3.10. **theclub** Fitness Advisors reserve the right to refuse an induction course and admission if they feel it is appropriate.
- 3.11. **theclub** may require a Doctor's note before an induction.

4. Payment Terms

- 4.1. Monthly subscription fees must be paid in accordance with these Terms & Conditions irrespective of whether or not the member uses **theclub**'s facilities.
- 4.2. The first subscription fee that a member will pay on joining **theclub** will be a payment calculated pro rata to the appropriate monthly Direct Debit payment by reference to the number of days between the date on which membership commences and the last day of the month in which membership commences (both days inclusive). Depending on the date on which membership commences, the first payment will also include the subscription fee for the full month following that in which membership commences. Thereafter the monthly subscription fee will be payable monthly in advance by Direct Debit on the first working day of each calendar month during the month to which the subscription relates.
- 4.3. Joining, administration and subscription fees shall be such sums as **theclub** may determine from time to time. Details of fees are available from **theclub** in writing.
- 4.4. The subscription fee must either be paid monthly by Direct Debit or in advance by cash, cheque, debit/credit card.

5. Membership - General

- 5.1. Details of membership categories are available in writing from **theclub**.
- 5.2. All memberships are transferable under the following terms:
 - 5.2.1. membership may be transferred at any time providing the member owes no monies and/or charges to **theclub**.
 - 5.2.2. the member must be present with the new member and a Club representative to complete the transaction, and the transfer fee must be paid before the validated membership registration certificate is issued.
 - 5.2.3. the certificate must be transferred within 30 days of the existing member cancellation date to be validated;
 - 5.2.4. transfer of the certificate may not be conducted via any form of advertising;