**Terms and Conditions of Membership**

Terms used in this agreement: -

IN THIS AGREEMENT: -

‘Club’ means the name of the facility on the front of these terms and conditions

‘Member’ means a person who is entitled to use the facilities at the club

‘Rules’ means the terms and conditions of membership and all other rules and regulations made by us which are applicable to the membership of the club

‘We’, ‘Our’ or ‘Us’ means H Spa Horwood House or its subsidiaries, or if different, the company which is the owner of the club from time to time

‘You’ means the person named on the application form and any joint or family member

1. **GENERAL**
2. Details of all current rates and subscriptions referred to in this agreement are available from H Spa Reception
3. Unless otherwise indicated, all notices shall be given in writing/email to you at the address notified to us by you or displayed on the designated notice boards within the club
4. All notices to be given by you to us must be in writing/email: a.thomas@hspahorwood.co.uk
5. We may amend the rules at any time by giving 30 days written notice
6. We do not operate this facility with patrolling lifeguards. All guests, members and hotel guests use the leisure facilities at their own risk
7. We cannot be held responsible for the loss/damage to your belongings while on the premises, including the car park and changing rooms. We strongly suggest valuables are not brought to the leisure club/spa
8. **MEMBERSHIP**
9. Use of the leisure club is subject to the rules
10. Membership is granted to individuals who upon joining are 16 years of age or above and have consent from their GP where appropriate
11. The following membership categories are for fixed 12 month periods: Gold, Gold Plus, Emerald and Platinum. Gold and Gold Plus rolling membership is for a minimum of 3 months and then rolling on a monthly basis until cancelled with one months written notice to be acknowledged by H Spa.
12. Previous memberships are renewed on the understanding previous accounts are clear of arrears/unpaid charges
13. Full details of each membership category are available at club reception
14. From time to time we may offer promotional and short-term memberships for which details will be available from the club reception and designated notice boards
15. 30 days written notice will be given before any additional/amendments to membership subscriptions are made
16. You will be provided with a membership card/access fob that will remain our property and upon termination of your membership the card/fob will be returnable to us on demand. You must carry your card/fob when visiting the club and show it to the club reception or member of the club management when asked to do so. Membership cards/fobs are in no circumstances transferrable and their loss should be reported immediately to the club reception. Misuse of the membership cards/fobs can result in termination of your membership
17. Membership is for an initial fixed 12-month period unless stated otherwise upon application. If notice is not given to us, your membership will continue on a month by month basis where the direct debit payment option was chosen. Where an advance payment was paid, your membership will automatically expire on the last date of your membership
18. **FEES AND SUBSCRIPTIONS**
19. Unless otherwise stated, you will pay a joining/activation fee upon application for membership at the current rates and membership subscription throughout the period of your membership at the displayed rate
20. All subscriptions may be subject to annual increases. In all cases of subscription increases you will be notified 30 days prior to said increases taking effect.
21. Guest Passes are only permitted for 2 per month for Emerald and Platinum category membership. Any unused passes will not be rolled over into the next month.
22. Free treatments offered with the Emerald and Platinum category membership cannot be used until 3 months after commencement of the membership (if paying by monthly direct debit) or until after 14 days from the commencement date of the membership if paid in full annually in advance). Gold and Gold Plus rolling membership **no join fee** if signed up for a minimum of 3 months.
23. You may pay your membership subscription in advance or by monthly direct debit. Monthly payments are due on or around the first working day of the month. A pro-rata payment may be required to bring your membership payment in line with the natural direct debit collection. Direct debit cut off is on the 20th of the given month, therefore you will be required to pay the pro rata and following month subscription upon joining
24. Your membership application form will display your first and ‘then on’ direct debit payment date
25. On cancellation of membership you are to cancel your direct debit at your bank once the final payment has been made. Cancellation by you, of the direct debit within your agreement will require the remaining unpaid subscription to be paid off in full
26. You may pay annually in advance for your membership. No refund will be made for any unused portions of membership should you wish to terminate this agreement before its expiry date.
27. We may vary the subscription rate at any time and will notify you of such change not less than 30 days prior to any variation
28. If you elect to pay your subscription annually and your membership has expired, your annual subscription payment must be made within 7 days, otherwise you may be subject to rejoining/activation fees
29. Renewals can be paid earlier to avoid rejoining/activation fees. These earlier payments do not activate until the following day of the last day of your active membership subscription
30. If your bank rejects our direct debit request, you will be unable to use the leisure facilities and will not benefit from any privilege other than those paid for in advance. Access is prohibited into the leisure club until arrears are cleared
31. We reserve the right to pass your information and unpaid subscriptions to a debt collection agency that will act on our behalf to collect all unpaid memberships. This may incur further administration charges to which you are accountable for
32. **TERMINATION**
33. Cancellation of your direct debit is not deemed as membership cancellation notice. We will require notification of your cancellation either in writing or email and in any case Gold, Gold Plus, Platinum and Emerald memberships are for 12 month fixed periods. These cannot be cancelled under any circumstance and if you cancel your direct debit you are still liable to pay the balance of the fixed 12 month period and your keycard/entry fob will be blocked until payment has been made.
34. Only as a Gold or Gold Plus rolling category member, you may end your membership with us by giving one calendar month written notice. Notice can run alongside the last month of your membership, in conjunction with the agreed notice period as highlighted in II. h)
35. In the event you are unable to present your cancellation letter in person, email or recorded delivery will be deemed acceptable. Cancellation by phone is not accepted
36. On rejoining you may be subjected to rejoin/activation fees and new membership tariffs. In the cases of special fixed promotional membership, once this agreement is cancelled/expires, the membership cannot be reinstated
37. We may end this agreement if:
38. You seriously or repeatedly break the club rules of membership.
39. If you cannot put it right within 7 days of us writing to you the damage you caused with intent.
40. You lend your membership card to another person.
41. You bring members into the club without using guest passes registered with reception
42. You use rude or abusive language
43. Threaten or use violent behaviour at the club/hotel or act in such a way it disturbs the enjoyment of other users or endangers the good reputation of the hotel
44. We give you 30 days notice
45. If we end your membership in accordance with clause IV. d), we will not grant future applications for membership operated by us
46. We will not refund any unused portion of the subscription if the cancellation is due any of the points highlighted in IV. e) above except if we give you 30 days notice for reasons that are not due to the misuse of the membership terms.
47. All monetary refunds are issued from Head Office and not at hotel level. We cannot alter due payments as compensation
48. Should your termination be through wilful damage to the spa this will be taken into consideration where refunds are concerned
49. You are not permitted into the spa if your membership has ended – no discount/member benefits are authorised
50. If we decide to close permanently, we will write to you with at least 30 days notice before the date of closure
51. **SUSPENDING YOUR MEMBERSHIP**
52. You can suspend your membership for medical reasons (Doctors Note required at your expense)
53. You are not permitted into the club during your suspension period
54. You are not eligible for discounts/membership benefits during the suspension period
55. Members are required to complete an onsite Membership Amendment Form for suspensions
56. Should your doctor deem your health not to benefit from membership, your membership will be terminated with immediate effect
57. On expiry of suspension, your membership will automatically start up again and monthly direct debit will be collected as agreed upon original application
58. Suspension is not cancellation of membership
59. **CHILDREN AND JUNIORS**
60. Children are deemed 0yrs until 16yrs old and must always be accompanied by an adult of 18yrs or over
61. The ratio for child supervision for the pool area is: 1 adult: 2 children
62. Children under the age of 16yrs are not permitted to use the gymnasium nor partake in any group exercise classes
63. We advise that children under the age of 8yrs are not permitted to use any heated facilities
64. Children under the age of 16yrs are not permitted to use the solarium (if applicable)
65. Children who are between 8-12yrs are not permitted into the opposite sex changing areas
66. We will not serve anyone under the age of 18yrs at the bar
67. Children are not permitted into the spa
68. **FACILITIES**
69. You are entitled to use the facilities as laid out in accordance with the terms of your membership
70. Should any of our leisure facilities be unavailable for use, all reasonable efforts will be made to notify you in advance
71. Compensation may be considered if the leisure club in its entirety is closed for 21 days or more. Compensation does not apply to:
* Permanent closure of the facility
* Temporary closures due to tournaments/refurbishments
* Reasons outside our control such as weather conditions, health and safety matters, flooding or fire where we cannot avoid the closure
1. Wherever possible we will give 30 days’ notice of permanent closure for reasons outside of our control
2. Club operational hours will be displayed at the leisure club reception. Wherever possible, 30 days notice will be displayed on designated notice boards for changes in times, i.e. Christmas/Bank Holidays
3. You and your guests are required to adhere to all signage, paying particular attention to the hygienic requests appertaining to the pool and gymnasium use
4. Outdoor shoes must be covered in the pool area. Pushchairs and prams are not permitted on poolside
5. You and your guests must adhere to all warnings and instructions displayed throughout the club
6. All members and their guests are requested to undertake instruction in the safe use of equipment in the gymnasium/fitness suite. You can make an appointment by contacting our spa reception
7. You should not partake in any physical activity you may not be fit for. You are responsible for monitoring your own condition during physical activities. We will not take responsibility for any harm/injury sustained by you or your guests in any activity unless it is through our negligence or failure to take reasonable care
8. All users are requested to seek medical advice before commencing any physical activity
9. Glass, glass objects, crockery, electrical equipment and inflatable’s (other than those used as swimming aids) are not permitted in the pool area
10. Photography and filming are prohibited in any part of the facility without prior consent of the Hotel Manager
11. Mobile phones and cameras are not permitted in the changing areas or on poolside
12. You must obey any instructions given by staff or management
13. We may restrict the pool at certain times for swimming lessons, exercise classes, adult’s only sessions or other activities.
14. **GUESTS**
15. Only members aged 18yrs or over can bring a guest
16. As the member, you are responsible for the guest and their behaviour. You must ensure your guest adheres to the rules and regulations of the club
17. Guests are permitted at the non member day rate as displayed at leisure reception (if applicable)
18. Only two guests are permitted per member at any one time and they must always be accompanied by the member
19. We do not offer free trials. Guests may have their non member fee offset against initial set up fees upon joining, provided they join before close of business the same day
20. We do not offer any non member membership option
21. **MISCELLANEOUS**
22. Members and guests are requested to wear a form of attire suitable for the time of day, place and occasion
23. No food, crockery or glass is allowed in the changing rooms, pool areas or fitness suite
24. No pets are allowed unless they are registered assistance dogs
25. Entry and exit are only allowed through the designated route, unless in cases of emergency. Outside of emergency, you are required to gain access to the pool via the spa area and fitness areas via the hotel corridor. The spa must not be used as a shortcut
26. Unless your membership status permits, you are not permitted into the spa lounges unless you have a spa treatment booked
27. In the event of an evacuation, you are to adhere to the requests of any hotel staff member or management. Refusal to vacate or adhere to instructions given may result in your membership being terminated
28. You may request the use of a one towel per visit. Additional towels are charged at £2.00 per towel
29. Lockers are provided but valuables are left at your own risk. No responsibility will be taken for the loss of belongings while using these lockers, locked or otherwise. You are advised not to bring valuables when you visit. We are unable to take charge of any personal belongings/valuables while you use the facilities
30. Lockers must be vacated at the end of your visit. Commandeered lockers will be opened using any force required. The contents, unless perishable, will be stored for 90 days and then disposed of. Perishable substances such as food/drink will be disposed of immediately. No compensation will be offered in any of these circumstances
31. Please hand any found lost property to a member of the spa team
32. Lost membership cards/fobs are replaced at £15.00ea
33. All members must provide truthful information at the point of application and photographs will be taken as part of the membership application process. We take the photograph at point of joining.

**LIABILITY**

**All members and their guests enter the premises and partake in activities at their own risk. We will not be held responsible for any damage/loss to belongings while on the premises unless:**

**Damage/loss is through our direct negligence**