

Spa Naturel Membership Terms and Conditions

(Please initial)

Page 1 of 3

1. ABOUT THIS AGREEMENT

- 1.1. References to the 'Agreement': means the membership between you and us, which incorporates the membership application form, the pre-activity readiness questionnaire ('PARQ'), these Terms & Conditions, and the Club Rules.
- 1.2. References to 'you', 'your' and 'yours': are references to the named individual completing the membership application form.
- 1.3. References to 'we', 'us' and 'our': are references to the Spa Naturel leisure Club specified in the membership application form.
- 1.4. "Club": means the Spa Naturel leisure Club of which you are a member, specified in the membership application form.
- 1.5. "Club Rules": refers to the operational rules, procedures, and guidelines applicable to the Club.
- 1.6. "Membership": refers to the set out Agreement at a specific tariff and duration, pursuant to Section 2 in its entirety.
- 1.7. "Minimum Term": refers to the first mandatory six (6) months of any Monthly Membership agreement, excluding Flexi Memberships.
- 1.8. "Membership Term": refers to the full membership time period covered by this Agreement.
- 1.9. Members:
 - 1.9.1. A "monthly member" is a Club member who pays the subscription fee by Direct Debit every month in advance.
 - 1.9.2. A "pre-paid member" is a Club member who pays the subscription fee, in full, in advance.
- 1.10. Fees:
 - 1.10.1. The "joining fee" means the one-off Club joining fee, which is subject to the terms of this Agreement and non-refundable.
 - 1.10.2. The "subscription fee" means the Club membership fee, payable either in full in advance or monthly in advance by Direct Debit.
- 1.11. Your membership Agreement applies only to the Spa Naturel Leisure Clubs. Club Rules are available and displayed within the Club and you acknowledge that you have received a copy of the relevant Club Rules. The Club Rules form part of this Agreement.

2. MEMBERSHIP TERMS AND DURATION

- 2.1. Subject to Sections 2.2 and 2.6, the Membership Term is stated on the membership application form signed by prior to commencement of your membership.
- 2.2. If you are a pre-paid member, unless your membership has been brought to an end early (pursuant to Sections 5 and 6), we will write to you giving you no less than 30 days notice of the membership expiry offering the opportunity to renew. Our letter to you will indicate any changes to the subscription fee payable and any revised terms and conditions.
- 2.3. If you are a monthly member, unless your membership has been brought to an end early (pursuant to Sections 5 and 6), the Agreement will continue on a month-by-month basis until it is terminated by either party.
 - 2.3.1. Following the final payment due in accordance to this Agreement you hereby agree to cancel your Direct Debit payment with the bank to ensure no further money is claimed for the notice period, and when applicable the remainder of Minimum Term.
 - 2.3.2. Following cancellation it is your responsibility to instruct your bank to stop the Direct Debit payments at the end of the notice period. We cannot be held liable for any payments processed due to your failure to cancel the Direct Debit instruction.
- 2.4. Cancellations are to be sent in writing, dated, with your membership name & number visible, to: *Accounts Department, 119 Norfolk Street, Sheffield, S1 2JE, United Kingdom* or emailed to *spa.membershipadmin.UK@accor.com*.
- 2.5. If you have not received a response to your cancellation notice within 14 days of the date of your letter or email, your letter or email will be deemed to have not been received & it will be your responsibility to contact us.

- 2.6. If within 14 days of the commencement of your membership you wish to terminate this 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 51/52 of the subscription fee, less the joining fee. This termination option only applies within the first 14 days of membership, as a cooling off period. After 14 days this termination option is no longer applicable.
- 2.7. If any payment whatsoever remains outstanding, we will give notice that your membership is suspended pending payment of the outstanding sum. Until such time as payment is received, you will not be entitled to use any of the Club facilities this Agreement grants privilege to. Following completion of the Minimum Term your contract may be terminated by us and will not be reactivated unless the outstanding sum(s) are paid.
- 2.8. Once we have received payment of the outstanding sums, you will be entitled to use the Club facilities and activities once more, but you will not be given any credit for the time that your membership was suspended.
- 2.9. We only supply memberships under these conditions for domestic and private use. You agree not to use the Membership for any commercial, business, or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

3. FEES

- 3.1. The basic fee structure comprises of a joining fee and a subscription fee. Other charges may vary and include equipment rental, use of the solarium, beauty/holistic/therapy treatment fees, guest fees and any other applicable services. All prices for services are available from the Club reception.
- 3.2. All published fees and other charges are inclusive of VAT. You agree to pay VAT at the applicable prevailing rate and any other direct or indirect taxes or levies imposed on us in connection with the provision by us to you of our services under this Agreement.
- 3.3. We have the right to review the subscription fee at any time, but only once during a calendar year.
 - 3.3.1. If you are a pre-paid member, the price review in the subscription fee will not affect you until you renew your membership.
 - 3.3.2. If you are a monthly member, we will write to you to give you 30 days notice of the review in the subscription fee and the revised monthly payments. If the revised price results in an increase and the increase in the VAT exclusive price (calculated as a percentage) exceeds the retail prices index excluding mortgage interest payments and the indirect taxes (currently known as RPIY and published monthly by the Office for National Statistics) by 2% or more for the period from the month of the last review to the month before we send out notice of the price review, then you may terminate the Agreement with affect from the date of the proposed increase by writing to us to inform us before the date of the increase.
- 3.4. We reserve the right to review all other fees and charges at any time.

4. YOUR OBLIGATIONS

- 4.1. You hereby agree to:
 - 4.1.1. Pay the joining fee, the subscription fee, and other applicable charges. Should your monthly membership subscription default you will be liable for an administration charge on each occasion.
 - 4.1.2. Comply with Club Rules at all times.
 - 4.1.3. Observe in particular all Health & Safety regarding the usage of the Club, its equipment, and facilities.
 - 4.1.4. Use the Club equipment and facilities in accordance with all usage instructions.
 - 4.1.5. Conduct yourself in an orderly manner so as to not interfere with the safety, use, or enjoyment of the Club and its facilities for staff and other members.
- 4.2. You shall be issued with a membership card, which remains our property.



- 4.2.1. This card is personal to you. You must not allow anyone else to use your card to gain access to any Club or facilities. Any fraudulent use of your membership card will result in termination of your membership pursuant to Sections 6.1 and 6.2.
- 4.2.2. Any loss of membership card is to be reported to the Club, at which point a charge may be incurred to cover the cost of a replacement.
- 4.2.3. On termination of this Agreement for any reason this card must be returned.

5. CANCELLATIONS

- 5.1. If you are a pre-paid member, and wish to cancel the Agreement early, ahead of the expiry date indicated on the application form you may do so subject to Section 2.2, 2.6, and 5.3.
- 5.2. If you are a monthly member, and wish to cancel the Agreement, we require a minimum 30 days written notice, subject to Section 2.3 and 5.3. If you wish to cancel within the Minimum Term you will incur the monthly charge until the end of the Minimum Term. You will remain liable to us for the final calendar month(s) payment for membership subscription, even if you have cancelled the Direct Debit with your bank.
 - 5.2.1. Failure to pay membership subscription fees on time may result in additional charges being incurred and instigation of legal action to recover such debts. The cost of this instruction will be borne by you, including costs in tracing you should you have changed address. This may affect your credit rating.
- 5.3. We will not make a refund of the joining fee or any part of it. Only in exceptional circumstances may you cancel within the Minimum Term without incurring additional costs. Additional details can be obtained from your Club reception or manager.
- 5.4. In addition to our termination rights under Section 6 below, we may terminate the Agreement with 30 days written notice for any reason and in the event the following monies will be refunded within 3 calendar months:
 - 5.4.1. If you are a pre-paid member, a proportionate amount of the subscription fee will be repaid to you for the unexpired duration.
 - 5.4.2. If you are a monthly 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 termination will be made applicable.

6. TERMINATIONS

- 6.1. We may terminate your membership at any time at our discretion with written notice in the event that:
 - Unpaid fees remain unpaid 14 or more days after written notice of the outstanding debt; or
 - Immediately at our absolute discretion if you are in serious breach of this Agreement or commit repeated minor breaches.
- 6.2. If we do terminate your membership under Section 6.1 for any reason all joining fees and subscription fees shall be forfeit and not subject to refund for any reason. If you are a monthly member, you will remain liable for the full cancellation notice pursuant to Sections 2.3, 2.5, and 5.2

7. SUSPENSIONS

- 7.1. Provided that the fees have been paid and are up-to-date, you have the right to suspend your membership for a minimum of 2 months and maximum of 6 months per year. You may do this by writing to the Club address outlined in Section 2.4, giving no less than 30 days notice of the date upon which you wish your membership to be suspended.
- 7.2. The period of suspension may be for whole months only and not for any lesser period, and can be re-evaluated at any time if deemed necessary by us.
- 7.3. If you are a pre-paid member, the expiry date on the membership will be extended by the period of suspension.

- 7.4. A monthly suspension fee of £10 is to be charged for the duration of the suspension, to cover administrative costs. This fee can be waived on medical grounds; however we reserve the right to ask for proof (e.g. a doctor or hospital letter).

8. CLUB MAINTENANCE

- 8.1. 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. Should any closure extend beyond 14 days or if the Club is closed for these reasons for more than 14 days in a calendar year, we will refund a proportionate amount of the subscription fee for the closure of the period exceeding 14 days.

9. GUESTS

- 9.1. You are entitled to bring guests to the Club who may use the facilities on payment of the applicable Club guest charge. Guests must be accompanied by you at all times and must sign in and complete a PARQ form prior to admittance.
- 9.2. Guest admittance may be retracted at certain times at the discretion of the Club.
- 9.3. You are responsible for ensuring that your guests comply with the Club Rules and you must not leave the Club before your guests.
- 9.4. You may not introduce a guest that has been previously rejected as a member or who has had membership terminated or suspended for any reason.

10. CORPORATE MEMBERSHIP

- 10.1. Corporate Membership rates are available for companies/firms or other commercial businesses introducing 5 or more members. This may only include their employees. Appropriate identification is required prior to commencement of this Agreement in order for us to offer the Corporate Membership rate.
- 10.2. Section 7 does not apply to Corporate Memberships. If at any time and for any reason the number of corporate memberships falls below 5, you will have 30 days to remedy that situation. Failing to bring the total memberships to 5 or higher will result in the remaining memberships being reclassified as individual memberships. In that case members will be obliged to sign individual Agreements with us and they will be charged a supplement to align fees for individual membership tariffs.
- 10.3. Corporate membership prices are based on the number of people affiliated to the corporate. Should the number of members fall below that number required for their membership category, you will be informed by the Club manager and have 30 days to remedy the situation as per 10.2.
- 10.4. We reserve the right to contact the employers of any corporate member to confirm your continued employment and therefore your eligibility to the tariff.

11. JOINT MEMBERSHIP

- 11.1. For monthly members, all payments must be made via one bank account or by one Direct Debit mandate.
- 11.2. Our Agreement is with the person signing the membership application form on behalf of the joint member and that person remains responsible for ensuring the joint member complies with this Agreement as if they were party to it.

12. JUNIOR MEMBERSHIP

- 12.1. 16 and 17 year olds can be members in their own right, but no Direct Debit will be accepted until the age of 18. If you wish to pay by Direct Debit, then the payment must be made by a parent or guardian on your behalf.
- 12.2. Children under 16 are permitted to use the Club when accompanied by a parent or guardian who shall at all times be responsible for the child's conduct and safety in accordance with their own Agreement. Children under 16 may not use the gym at any time.

13. LIABILITY

- 13.1. We and our employees, officers and agents will not be held liable in any way for the loss of, damage to, or theft of property of a member or guest.
- 13.2. This clause does not limit in any way our liability for:
 - 13.2.1. Fraud or fraudulent misrepresentation; or
 - 13.2.2. Any breach of the obligations implied by section 12 of the Sales of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 13.2.3. Losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.
- 13.3. We reserve the right to ask for appropriate documentation to prove that it is appropriate for you to enter into this Agreement. This includes, without limitation, a doctor's certificate of fitness to exercise or certificate of fitness to enter this contract. We may review this Agreement at any time to assess your continued fitness and eligibility to retain access to the Club facilities.

14. VARIATION OF TERMS

- 14.1. We reserve the right to vary these terms and conditions, including the Club Rules at any time, to reflect the changes in connection with the management and operations of our Club or the law. Unless changes are due for health and safety reasons or are essential to safeguard our interests, those of our members or hotel guests, we will use reasonable efforts to give you at least 14 days notice before any changes take effect by displaying an appropriate notice in the Club.
- 14.2. 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. Your right to terminate does not apply if the changes have been imposed upon us by legalisation, government or local authority regulation of any other competent body. We will refund the following in the event of cancellation under clause 14.2:
 - 14.2.1. If you are a prepaid member, we will make an appropriate refund of the subscription fee for the unexpired period of the Agreement.
 - 14.2.2. If you are a monthly member, your obligation to make monthly payments will cease with the effect, from the date of termination.

15. PERSONAL INFORMATION

- 15.1. We use the personal information you provide to us in deciding whether to accept your membership application. That information and any other personal information that you provide us is to be collected and processed by us so that we can provide you with our services and handle your requests, and is processed according to the Data Protection Act 1998.
- 15.2. You have the right to ask for a copy of the information we hold on you and to have any inaccuracies corrected by us by contacting the Club.
- 15.3. You must inform us of any change in your personal details you have provided to us. If you fail to notify us of a change of address, any communication will be deemed to have been received by you 5 days after posting by us.
 - 15.3.1. You must inform us of any change in medical condition, so we can provide a new PARQ form to be completed so we may take the necessary steps to ensure your safety at all times during your use of the Club facilities.
- 15.4. If we need to contact you we may do so by phone, e-mail, or post using the details you provided as part of this Agreement.

16. GENERAL

- 16.1. We may transfer any of our rights and liabilities under this Agreement. We will notify you of any such transfer.
- 16.2. These Terms and Conditions do not affect your statutory rights.
- 16.3. If any of these terms are found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable, or

unreasonable, they shall be deemed severable and shall not affect the validity or enforceability of the other terms and conditions.

- 16.4. These Terms and Conditions are governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

I HEREBY ACKNOWLEDGE, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT, AND THAT I HAVE RECEIVED AND COMPLETED ALL SUPPORTING DOCUMENTS THAT FORM THIS AGREEMENT.

PRINT NAME:.....

SIGNATURE:.....

DATE:.....

A COPY OF THESE TERMS AND CONDITIONS CAN BE OBTAINED BY SPEAKING TO A MEMBER OF STAFF AT YOUR CLUB AT ANY TIME.