

MEMBERSHIP AGREEMENT

Paying for the membership

You may have to pay a joining fee
You must pay us for your monthly subscriptions
You must pay full or part of the subscription for the month on the day you join

How to pay Annually - Cash / Credit card / Cheque (payable to Hellaby Hall Hotel)

You can pay your subscriptions annually, for which you will get a discount.
NO REFUNDS ARE GIVEN.

How to pay by Direct Debit

You can pay your subscriptions each month by direct debit on the first of each calendar month for that month. We will ask for your monthly subscription on the first working day of each month.
If the bank returns a failed payment on your account, we will contact you about this failure. We will try to continue to collect payments from your account, if we are unable to collect payments, we will continue to apply for payment by Direct Debit, Cash, Credit Card or Cheque.
If you do not pay your membership, we will prevent you from using the club, this does not mean we will end your membership. Cancelling your Direct Debit does not mean you have given us notice to end your membership, as shown in the clause **Ending your membership**, you must give us 3 months notice before your 12 month contract ends.

We will refer any missed payments to a collection agency.

Ending your membership – Direct Debit

SIGNED

You may end your membership by giving us 3 full calendar months notice before your annual contract ends. Your notice period will begin from the first of the month after we have received your notice.

After the 12 month period 3 months calendar notice must be given to end your contract

You must address your notice to the Club Manager; we will confirm we have received the notice and the date you want to end your membership within 10 days of receiving your letter. If you do not receive confirmation within 10 days, you must immediately let the club know. It is your responsibility to make sure that we have received your notice. We only accept proof by email or letter posted (recorded delivery).

You can end your membership as long as you produce the following appropriate documentation as below: -

Serious medical illness or injury – Doctors letter

Redundancy – letter from your employer and P45

We may end this agreement if you seriously or repeatedly break club rules or the membership agreement and you do not or cannot put it right within 7 days of us writing to you about it.

If we end this agreement we reserve the right not to refund any subscriptions paid by you.

If we end this agreement you will not be allowed to enter the club or rejoin at anytime in the future.

Joint obligations

If two people sign the agreement, they will both be jointly and / or individually responsible under this agreement. If one gives notice, we will treat it as applying to both parties.

Definitions

YOU – all the people named over the page or later added to your membership.

WE and US – BODYSCENE at Hellaby Hall Hotel

Changing this Agreement

We can change this agreement by giving you 3 months notice in writing at the address you have given us and by putting a notice on the club notice board.

ENGLISH LAW WILL GOVERN THIS AGREEMENT. ANY CLAIMS OR DISAGREEMENTS UNDER THIS AGREEMENT WILL BE DEALT WITH BY THE ENGLISH COURTS.

The information you are giving is personal data under the Data Protection Act 1998. We need this information so we can process your membership application and make sure we can meet your requirements. We will also use it in ways we have explained it in the membership agreement. We will hold the data indefinitely.

TEAM MEMBER – SIGN AND PRINT NAME

MEMBERSHIP RULES & REGULATIONS

Once you have joined :- Everyone must complete a medical questionnaire.

Everyone of the age 16 and over must complete a gym induction with one of our team.

Membership cards :- Everyone must have a membership card

Everyone must show their membership card at reception every time to gain entry to the club.

If you forget your membership card, then you must prove your identity to gain access.

If you lose your membership card, we will charge you £5.00 for a replacement.

Changing Membership :- You can change your membership in the following ways:

- Change to any currently available category membership
- Add a partner or child
- Remove a partner or child
- Divide the joint membership into two individual groups

You will need to provide proof that you qualify for the new category. For all cases that involve another member, we may need their signature to make the change.

When changing category, your membership subscription will change to the current rates advertised for new members at the club. You will have to pay any difference in joining fee and membership subscription between your new category and your old category. We will not refund any joining fees you have previously paid.

Any changes in your monthly subscription will apply from the first of the month following the change.

Suspending your membership:- This is not the same as ending your membership.

You can suspend your membership for up to 3 calendar months at a time (to be reviewed after each 3 calendar month period) from the first of the following month after receiving your request.

This will be at a charge of £10.00 per adult and £5.00 per child per calendar month.

Guests :-

If you are over 16, you can introduce guests to the club. You must sign in any guest at reception and you must accompany them at all times. You are responsible for making sure your guests are aware of and keep to our rules & regulations. A member may sign in up to 2 guests at any one time.

Booking Classes :-

Classes can only be booked up to a maximum of 7 days in advance

Off Peak Members are restricted to classes in Off Peak hours only.

Guests can only book classes on the day if spaces are available.

Lockers :- Free of charge

If you lose a key to any locker, you will have to pay a fee to cover the cost of replacement.

We will remove the contents from any locker that is left at the end of the day. You can claim the contents we have removed from the club for up to 4 weeks after we have removed them. After this time we will not be responsible for any contents we remove

Lost property :-

If you find lost property, you must immediately hand it in to club reception. All lost property can be collected from reception. We will hold items for 4 weeks only before giving it to charity.

Facility :-

At certain times, maintenance or development works will be required within the facility. This may involve restrictions on use of the facility or temporary closure of the club. We retain the right to undertake such work as is required without compensation to members without prior notice. We will however endeavour to notify members as soon as possible by way of posting details on the member's notice board. This also applies to staff training and other special events.

Off Peak members must leave the facility by 17:20 hours

Latest time of entry the club is 30 minutes before closing, latest use of pool, gym etc is 15 minutes before closing.

MEMBERSHIP RULES & REGULATIONS

Swimming pool and pool area :-

Adults swim at their own risk and must notify a team member if lone swimming.

You must shower before using the pool / spa and after using the steam or sauna before re-entering the pool or spa.

No outdoor shoes to be worn at poolside (overshoes can be provided).

No food (crockery), drink (glass), cosmetics or washing products to be taken poolside.

No large inflatable, balls, snorkels, flippers or any scuba equipment.

No running, jumping, diving, shouting or screaming, pushing or ducking, any type of throwing games or any other behaviour deemed inappropriate by the club.

You must obey any instructions given by lifeguards or management.

Children (under 16)

- Adults are responsible for children under 16 at all times whilst in the facility.
- Children under 16 are not permitted to use the gym, attend fitness classes or use the sun beds.
- There are restricted swim times for children (please ask at reception)
- Adults must supervise the children in the pool at all times, 2 children to 1 adult in the pool.
- Children under the age of 4 must wear a swim nappy, which we provide.
- Children may only use the steam and sauna as per ISRM guidelines.
- Children who are 7 years of age or older must use the male or female changing area (which ever is appropriate). Please ask a team member to assist if required.

Health and Safety :- Yours, guests and our employees while at our club are our main concern.

We fully support the Register of Exercise Professionals and all of our qualified team and independent instructors will have applied to be on the register.

Only Qualified instructors will be able to set you an exercise programme or take fitness classes.

If you, your child or guest suffers an accident or injury on our premises, you must report it and the circumstances under which it happened to a member of the team immediately.

To protect the safety of all members and your guests, you must pay particular attention to all signs and club rules relating to health and safety.

If you hear the fire alarm, you and your guests should make your way out of the club through the nearest possible exit (fire exits are clearly marked throughout the club) to the designated assembly point in the car park. If poolside please go the nearest fire exit and wait until a team member gives further instructions regarding evacuation..

Liability :-

We cannot accept liability for loss of personal property brought onto the premises.

We cannot accept liability for any accident or injury to any member or guest that may happen on the premises or within the grounds of the club other than liability, which may arise from our negligence.

Behaviour :- the following can end your membership

- No pets / animals are allowed in the club except for registered working dogs.
- You must consider other members of the club and our employees. We will prevent anyone entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.
- Appropriate clothing and footwear must be worn in and for the appropriate activity.
- No other person is allowed to use your membership card to gain entry.
- If you or your guest use rude or abusive language, threaten or use violent behaviour, under the influence of alcohol / drugs or act in anyway that upsets the enjoyment of other members or effects the employees.
- You must at all times abide by all terms, conditions, rules and regulations of the club.
- Use of mobile phones or any other recording device are not permitted whilst in the facility.

Grievance :-

- We take member satisfaction seriously at all times, if you or your guests have a complaint, we want to know about it as straight away so that we may fully investigate and sort the matter out.
- This at first should be brought to the attention of a member of the team.
- If you are not satisfied with their response, you should then contact the Club Manager.

The Club reserves the rights to amend opening / closing times and any club rules at any time.