



# Terms and Conditions of Membership

Terms used in this agreement:-

IN THIS AGREEMENT:-

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

‘Leisure Member’ means a person who is entitled to use all the leisure 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 Cairn Hotel Group Limited 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

## I. GENERAL

- a) Details of all current rates and subscriptions referred to in this agreement are available from the leisure reception
- b) 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
- c) All notices to be given by you to us must be in writing/email: [lcmanager@cp-gerrardscross.co.uk](mailto:lcmanager@cp-gerrardscross.co.uk)
- d) We may amend the rules at any time by giving 30 days written notice
- e) We do not operate this facility with patrolling lifeguards. All guests, members and hotel guests use the leisure facilities at their own risk
- f) We cannot be held responsible for the loss/damage to your belonging while on the premises, including the car park and changing rooms. We strongly suggest valuables are not brought to the leisure club/spa

## II. MEMBERSHIP

- a) Use of the leisure club is subject to the rules
- b) Membership is granted to individuals who upon joining are 18 years of age or above
- c) Previous memberships are renewed on the understanding previous accounts are clear of arrears/unpaid charges
- d) Full details of each membership category is available at club reception
- e) 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
- f) 30 days written notice will be given before any additional/amendments to membership subscriptions
- g) You will be provided with a membership card that will remain our property and upon termination of your membership the card will be returnable to us on demand. You must carry your car

OXFORD ROAD, SOUTH BUCKS, HP9 2XE, T: 01753 893 891, E: [SM@WAVESPAANDWELLNESS.CO.UK](mailto:SM@WAVESPAANDWELLNESS.CO.UK)

[WWW.WAVESPAANDWELLNESS.CO.UK](http://WWW.WAVESPAANDWELLNESS.CO.UK)  [WAVE SPA AND WELLNESS](#)  [@WAVE\\_SPA](#)



d when visiting the club and show it to the club reception or member of the club management when asked to do so. Membership cards are in no circumstances transferrable and their loss should be reported immediately to the club reception. Misuse of the membership cards can result in termination of your membership

- h) Membership is for an initial 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

### III. FEES AND SUBSCRIPTIONS

- a) 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
- b) 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
- c) 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 20<sup>th</sup> of the given month, therefore you will be required to pay the pro rata and following month subscription upon joining
- d) Your membership application form will display your first and 'then on' direct debit payment date
- e) 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
- f) 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, unless for supported medical reasons or bereavement
- g) 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
- h) 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 re-joining/activation fees
- i) Renewals can be paid earlier to avoid re-joining/activation fees. These earlier payments do not activate until the following day of the last day of your active membership subscription
- j) 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
- k) 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

### IV. Cancellation of your direct debit is not deemed as membership cancellation notice. We will require notification of your cancellation either in writing or email TERMINATION

- a) 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
- b) 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
- c) On re-joining you may be subjected to re-join/activation fees and new membership tariffs. In the cases of Founder Members, once this agreement is cancelled/expires, the Founder Status cannot be reinstated



d) We may end this agreement if:

- You seriously or repeatedly break the club rules of membership.
- If you cannot put it right within 7 days of us writing to you the damage you caused with intent.
- You lend your membership card to another person.
- You use rude or abusive language
- 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 club
- We give you 30 days' notice

e) If we end your membership in accordance to clause IV d we will not grant future applications for membership at any club operated by us

f) We will refund any unused portion of subscription not joining fee

g) Refunds made for any unused portion of block bookings are subject to refund after the reinstallation of promotional discounts

h) All monetary refunds are issued from Head Office and not at club/hotel level. We cannot alter due payments as compensation

i) Should your termination be through wilful damage to club property this will be taken into consideration where refunds are concerned

j) You are not permitted into the club if your membership has ended – no discount/member benefits are authorised

k) If we decide to close the club permanently, we will write to you with at least 30 days' notice before the date of closure

#### V. SUSPENDING YOUR MEMBERSHIP

a) You can suspend your membership for medical reasons (Doctors Note required at your expense)

b) You are not permitted into the club during your suspension period

c) You are not eligible for discounts/membership benefits during the suspension period

d) Members are required to complete an onsite Membership Amendment Form for suspensions

e) Should your doctor deem your health not to benefit from membership, your membership will be terminated with immediate effect

f) On expiry of suspension, your membership will automatically start up again and monthly direct debit will be collected as agreed upon original application

g) Suspension is not cancellation of membership

#### VI. CHILDREN AND JUNIORS

a) Children are deemed 0yrs until 17yrs old and must be accompanied at all times by an adult of 18yrs or over



- b) The ratio for child supervision for the pool area is: 1 adult : 2 children
- c) Children under the age of 17yrs are not permitted to use the gymnasium nor partake in any group exercise classes
- d) We advise that children under the age of 8yrs are not permitted to use the Sauna, Steam Room or Whirlpool
- e) Children under the age of 17yrs are not permitted to use the solarium (if applicable)
- f) Children who are between 8-17yrs are not permitted into the opposite sex changing areas
- g) We will not serve anyone under the age of 18yrs at the bar
- h) Children are not permitted into the spa

## VII. FACILITIES

- a) You are entitled to use the facilities as laid out in accordance with the terms of your membership
- b) Should any of our leisure facility be unavailable for use, all reasonable effort will be made to notify you in advance
- c) Compensation may be considered if the leisure club in its entirety is closed down 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
- d) Where ever possible we will give 30 days' notice of permanent closure for reasons outside of our control
- e) 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
- f) 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
- g) Outdoor shoes must be covered in the pool area. Pushchairs and prams are not permitted on poolside
- h) You and your guests must adhere to all warnings and instructions displayed throughout the club
- i) 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 leisure reception
- j) 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
- k) All users are requested to seek medical advice before commencing any physical activity
- l) Glass, glass objects, crockery, electrical equipment and inflatable's (other than those used as swimming aids) are not permitted in the pool area



- m) Photography and filming is prohibited in any part of the facility without prior consent of the Hotel Manager
- n) Mobile phones and cameras are not permitted in the changing areas or on poolside
- o) You must obey any instructions given by staff or management
- p) We may restrict the pool at certain times for swimming lessons, exercise classes, adult's only sessions or other activities.

#### VIII. GUESTS

- a) Only members aged 18yrs or over can bring a guest
- b) 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
- c) Guests are permitted at the none member day rate as displayed at leisure reception
- d) Only two guests are permitted per member at any one time
- e) We do not offer free trials. Guests may have their none member fee offset against initial set up fees upon joining, provided they join before close of business the same day
- f) We do not offer any none member membership option

#### IX. MISCELLANEOUS

- a) Members and guests are requested to wear a form of attire suitable for the time of day, place and occasion
- b) No food, crockery or glass is allowed in the changing rooms, pool areas or gymnasium
- c) No pets are allowed in the leisure club unless they are registered assistance dogs
- d) Club entry and exit is only allowed through the leisure club reception, unless in cases of emergency
- e) In the event of 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
- f) 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
- g) 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 aforementioned circumstances
- h) Please hand any found lost property to a member of the leisure club team
- i) Lost membership cards are replaced at £15.00 per card
- j) 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