

## Membership Terms and Conditions

### The Club at Lion Quays Terms & Conditions of Membership

These terms and conditions are in place to ensure that we can offer everyone an enjoyable membership with the Lion Quays Club. The terms & conditions of membership are applicable to all members.

These terms and conditions form part of your membership agreement with us. This agreement is made up of your membership application form when filled in and signed on our behalf and these terms and conditions. These documents together form a legal membership agreement between us. You should take time to read through them carefully. We may change our terms and conditions at any time. When we do make changes that affect you, we will give you reasonable notice.

*These terms and conditions apply at all times and take priority over any spoken communication from one of our staff members.*

In these Terms and Conditions when we refer to:

**The Membership Application** we are referring to the application form completed by yourself and a company representative;

**This Agreement**, we mean the whole of these Terms and Conditions and the Membership Application Form;

**The Club**, we mean the use of the gym, swimming pool, steam, Jacuzzi and poolside sauna, changing rooms, fitness classes and outdoor tennis courts

**The Joining Fee**, we mean the one-off fee which you will have to pay if we accept your application.

**The Membership Fee**, we mean the annual or monthly direct debit fee which you pay us whilst you are a member of the Lion Quays Club.

### Membership Categories

Membership entitles an individual to use of the club's facilities subject to the conditions of their chosen membership category, tariff rates and availability. Please note prices are liable to change from time to time.

The memberships listed in this section are available to individuals aged 16 and over. The facilities available to you, the amount you pay and the times which you can use the club will depend on your membership category.

All memberships are for an initial period of 12 months, unless we state otherwise in the membership application.

- **Elite Membership**

This entitles one person to use the country club at all times during opening hours. There may be an extra charge for certain facilities and services. Details of these charges are available from the club.

- **Business Membership**

A discounted membership rate is available to companies. 10 or more company employees are required for this membership category, rates and length of membership is variable. Proof of employment will be required from all corporate members.

This entitles usage of the club at all times during opening hours. There may be an extra charge for certain facilities and services. Details of these charges are available from the club.

- **Prime Membership**

A discounted membership rate is available to those aged 65 years and above. Proof of age will be required from all prime members.

This entitles usage of the club at all times during opening hours. There may be an extra charge for certain facilities and services. Details of these charges are available from the club.

- **Academic Membership**

This entitles students in education to use the country club at all times during opening hours. A valid NUS card will be required for this membership and at future renewal dates. There may be an extra charge for certain facilities and services. Details of these charges are available from the club.

- **Junior Membership**

These are available from aged 5 to 15 years. Children under the age of 5 are free of charge.

All junior memberships must be linked to an adult member over the age of 18.

Details of the facilities available to juniors and the specified times they may use them are available from the Club Reception.

To apply for one of the above categories we may ask for proof of your age or other personal details.

We reserve the right to refuse any application for membership or any request to change membership.

We may choose at any time to close membership categories to new members or members wishing to transfer to another category.

### **Annual membership increase**

An automatic annual increase of 2.5% will apply to all membership types, both annual and direct debit, on April 1<sup>st</sup> of each year. This is to ensure we can maintain and improve standards and service within the Club.

### **The Club Membership**

- By completing the Membership Application form you are applying for membership to Lion Quays Club. Your membership starts from the start date set out on your membership agreement form. In the event of your membership being declined, we are not obliged to provide a reason for our decision.
- On acceptance of your membership, you will be issued with a membership card and option to purchase a Technogym key. Your membership card should be presented at the Club reception each

time you visit the club. In the event of losing your Techno gym key or membership card a replacement charge is applicable.

- You may join at any time during the month, membership will start the same day and should you pay via direct debit then a pro-rata payment will be charged for the remainder of that month. Monthly subscriptions are taken by direct debit on the first day of each month, unless you have paid in advance for your annual membership. New direct debits or alterations to existing direct debits should be made prior to the 15<sup>th</sup> of the month in order for them to become effective from the 1<sup>st</sup> day of the following month. If you join the club after the 15<sup>th</sup> of the month then in addition to the pro-rata payment, the subscription for the following month will be charged. Details of the joining fee and membership fees are available from the sales representative.
- Members may invite guests to use the Club. Guest fees are set by the club. Guests should be accompanied by a member on each visit and should sign the waiver form at the Club Reception. We reserve the right to refuse any guest or guests' entry into the club and are not obliged to provide a reason.

### **Suspending your membership**

There is a fee of £5 per month charged for suspending your membership.

Once you have completed your first 3 full calendar months' membership, you may suspend your membership for a minimum of 3 full calendar months and up to a maximum of 12 full calendar months for the following reasons only:

- a) Pregnancy
- b) Serious Illness
- c) Serious injury

You should inform us in writing if you wish to suspend your membership. We must receive this notice by the 15<sup>th</sup> day of the calendar month. We will then suspend your membership from the first day of the following month. We will ask you to supply medical evidence of your incapacity. You will need to advise us in writing when you wish to return to the club and we will reactivate your membership from the date which you have provided. If you have made a commitment to 12 full calendar months' membership and either pay a monthly membership fee or have paid your subscription in advance for the year we will extend your membership commitment by the number of **full** calendar months for which your membership is suspended.

### **Cancellation of Membership**

#### **Cooling-off period**

After you have joined the club you may cancel your membership for any reason within 14 days of joining. This is called a cooling-off period. If you decide to cancel within these 14 days we will give you a full refund, including the joining fee, and any membership subscriptions you have paid.

#### **Cancellation**

**All annual memberships are a one off payment and as such cannot be cancelled once purchased. Monthly memberships are based on 12 full calendar months direct debit and as such cannot be cancelled until completion of the contractual terms.**

If you have committed to a full 12 calendar months' direct debit membership you may only cancel your membership as a result of relocation. Relocation is deemed as moving 25 miles or more away from the club and is subject to a £100 cancellation fee, proof of relocation is required.

After completion of 12 full calendar months' membership, you may cancel your membership at anytime by giving us **one full calendar months' notice** in writing.

It is your responsibility to ensure that we have received your written notice to cancel at the end of the calendar month. If you have cancelled your membership by post, fax or email we will send you an acknowledgement letter when we have received your written notice. If you do not receive this acknowledgement letter then you must assume that we have not received your request to cancel.

If you are a business member we will automatically cancel your business membership if the agreement we have in place with the company you are employed by or associated with ends, or if you are no longer associated with or employed by that company.

We can terminate your membership immediately and without notice if (1) you contravene any of the terms and conditions of membership or (2) you fail to pay any outstanding balance of membership fees or (3) the behaviour of you or any of your guests is considered by us not to be in keeping with the spirit of the Lion Quays Country Club.

**We may suspend your membership or end it without notice if one of the following applies:**

- You seriously or repeatedly break the conditions of your membership agreement.
- You allow another person to use your membership card to gain access to the club.
- You or your guests use offensive or abusive language or use violent behaviour, or if your behaviour puts other members or employees at risk.
- You fail to pay before your first direct debit payment is due.
- We will immediately end your membership if we receive official notice (for example from the bank) that you have died. We will refund any payments that have been paid in advance and no further monthly subscriptions will be due.
- If we permanently close the club we will, where possible, give you at least one full calendar months' notice in writing to the address you have given us and also display a notice in the club.

**If your payments fail:**

We will ask you to make a payment by debit or credit card if the following apply:

- The direct debit details that you gave us were wrong.
- There are insufficient funds in your account.
- You have cancelled your direct debit with your bank without giving us the required notice.

Failure to make payment or communication with us will result in the outstanding amount being passed to a third party company for collection.

**Reactivating your membership**

- You may reactivate your membership at any time after your agreement has expired. There may be a charge for this.
- We cannot reactivate your membership until you have paid any outstanding charges.
- We have the right to refuse your request to reactivate your membership.

## **Guests**

If you are over 18 you may invite a guest or guests to the club. Guest fees are set by the club. Your guest should sign the waiver form at reception and should be accompanied by you on each visit. It is your responsibility to ensure that your guests adhere to the club terms and conditions at all times.

We have the right to refuse any guest or guests' entry to the club.

Lion Quays Club takes no responsibility for accidents, injuries, misadventure, theft or damage to personal belongings experienced by guests of the club.

## **Membership Cards**

When you join the club we will give you a membership card and your photograph must be taken. You must bring this card with you each time you visit the club and present it at the Club Reception. If you forget your membership card we will ask your name to verify your identity.

If you lose your membership card you will need to purchase a replacement.

## **Technogym keys**

When you join you can purchase a Techno gym key at £15 for use in the gym. If you lose your key you will need to purchase a replacement.

## **Facilities**

Our opening times are displayed in the club. We reserve the right to change these times at our discretion. The club may at time withdraw all or some of its facilities for certain periods of times to carry out maintenance, cleaning or for security work or for reasons that are beyond the Club Management control. We will communicate to members via the Club Reception desk.

Facilities are on a first come first serve basis and Lion Quays Club staff takes no responsibility for any piece of equipment, facility or service not being accessible due to another member use.

## **Fitness Suite**

The following guidelines are to ensure you use the fitness equipment and facility safely.

Before you start using the fitness suite you must complete the PAR-Q on the membership application form. During your induction a more in-depth PAR-Q is required. All members must complete a comprehensive induction session with one of our qualified fitness staff. We may refuse you access to the fitness suite if we consider your health to be at risk by using the facilities. You must inform a member of the fitness team or the Club Manager if there are any circumstances affecting your health that may be made worse through continuing to use the fitness suite.

You must wear appropriate footwear and gym attire at all times.

## **Swimming Pool**

To make sure we provide the highest of hygiene standards, you must shower using the showers provided in the changing area prior to entering the swimming pool and spa. The showers on poolside must be used following the hot tub, sauna and steam room.

You are not allowed snorkels, masks, fins or flippers in the swimming pool areas.

You must wear appropriate swimming clothing at all times within the pool areas.

The Lion Quays Club has a maximum bather load of 60 people, once this number has been reached management reserve the right to refuse admission to the pool.

Children under the age of 8 years must be accompanied by an adult at a ratio of 1:2; all children must be accompanied by an adult at all times. The decision on whether or not to admit adults with parties of children is at the discretion of the Lion Quays Club Manager. Children may only use the pool during allocated children swim times, when a lifeguard is provided.

If you have a medical condition or disability which may affect your safety in the swimming pool, you must inform a member of the fitness team or the club manager prior to using the swimming pool.

### **Saunas, Steam Rooms and Hot Tubs**

To make sure we provide the highest of hygiene standards, you must shower using the showers provided in the changing area prior to entering the sauna, steam room or hot tub. The showers on poolside must be used following the hot tub, sauna and steam room.

For your own safety you must not spend more than the recommended time in the sauna. These guidelines are on display outside the sauna. You must not shave, eat or exfoliate in the sauna, steam room or hot tub. It is not accepted to add your own essence to either the sauna or steam room.

Children under the age of 16 years are not permitted to use the sauna, steam room and hot tub at anytime.

### **Can children use the club?**

The Lion Quays Club is primarily an adult club but we welcome a restricted junior membership.

Junior swimming pool times

Monday – Friday 10:30am-11:30am / 2:00pm-6:00pm

Saturday – Sunday 10:00am-4:00pm

Juniors may use the tennis, and café facilities at any time whilst accompanied by an adult member. Juniors are classed as 5 years to 15 years of age inclusive, under 5's are free.

Juniors cannot use the gym facilities

Juniors cannot use the saunas, steam rooms and hot tubs

Juniors must be accompanied by parent whilst in the club

Juniors cannot introduce guests

Juniors must have exited the pool and changing rooms at the end of the above session times

Juniors 7 years and older must change in the changing room appropriate to their gender

### **Lockers and Lost Property**

You bring all your personal belonging to the club at your own risk. We do not accept liability for loss or damage to these items unless the loss or damage is as a direct result of something we have done or failed to do. For security reasons you should store all personal belongings in the lockers provided.

We will remove all items left in lockers overnight.

We will keep lost property for 2 weeks only.

### **Events beyond reasonable control:**

If we are unable to provide all the services and facilities at the Lion Quays Club for 60 consecutive days, you will be entitled to cancel your membership with immediate effect. By law, we do not have to pay you compensation in these circumstances and during this period.

Reasons or events beyond our reasonable control include the following:

- Natural disasters
- Government actions
- National emergency
- Acts of terrorism
- Fire
- Explosion
- Riots
- Restraints or delays relating to carriers not being able to get supplies or materials on time or at all.

### **Health and Safety**

The club shall be known as the The Club Lion Quays. Management reserves the right to change rules, terms and conditions of the club without prior notice.

Management reserves the right to change fees and payments for the good and benefit of the club. Membership cards remain the property of the club and all members will be required to show cards on each and every visit.

Members will conduct themselves in a quiet, well-mannered fashion at all times.

Members who appear intoxicated will be refused entry.

The management reserves the right to refuse entry at all times and to terminate memberships with immediate effect.

Members expelled will forfeit all privileges of membership.

You must not bring crockery, glass or food into the gym, changing rooms, studio classes or swimming pool areas.

No pets other than guide dogs are permitted in the Lion Quays Club.

Fire exits are well-marked throughout the club and must be left un-tampered.

If the fire alarm goes off you must leave the premises immediately via the nearest exit and make your way to the fire assembly point, located outside on the car park next to the tennis courts. You must follow the guidance of Lion Quays staff during an evacuation.

Smoking in the club is strictly prohibited.

Only food and drink we provide may be consumed on the premises unless we allow otherwise.

### **Liability**

A member or visitor engaging in the club activities or making use of its facilities are responsible for ensuring that he or she is properly equipped and that his or her state of health and physical condition are such as not to involve any risk to him or herself or any other person making use of the club. It is hereby understood and agreed the Lion Quays Club accepts no responsibility for accident, injury, illness, loss or misadventure caused to or suffered by members or guests on the club premises. Only to the extent caused by the willful default or negligence of the club, its servants or agents. Members are responsible for their own insurance in respect of injuries suffered, loss or damage to equipment.

### **Data Protection**

We uphold the Data Protect Act 1998.

With any personal information we hold about you we will:

- Ensure that the appropriate security measures are in place
- Ensure that you are entitled to see the information we hold about you
- Make any necessary changes requested by you to ensure we keep our records up-to-date

## Complaints

Your enjoyment at the Lion Quays Club is a priority to us. If you or your guests have a complaint, we would like to know about it as soon as possible.

You should address all club complaints to the management team in writing alternatively email [marc.jones@lionquays.co.uk](mailto:marc.jones@lionquays.co.uk)

## **Direct Debit Mandate Guarantee**

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or payment dates change Lion Quays Hotel & Spa Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by Lion Quays Hotel & Spa Ltd or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit in accordance with cancellation terms at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

## **Declaration**

I understand that ALL membership fees are non-refundable. I acknowledge membership is for a minimum period of 12 months from date of joining; thereafter it is continuous and expires only on cancellation. I accept that I must give a full calendar month notice of cancellation. Failure to do so will result in the claiming of another direct debit payment. Notice must be in writing to The Club Lion Quays.

I have read, understand and accept the rules, terms and conditions laid down by the club and agree to abide by them. I understand that the club may from time to time make changes to the club without prior notice.

