

# Membership Application and Agreement



## Personal Information

Surname: ..... First name(s): ..... Title: .....

Home Address: .....

..... Post Code: .....

Tel: (Home): ..... (Mobile): .....

e-mail address: .....

Referred by: ..... DOB: .....

## Membership Information

FULL ☐ DAY ☐ MIDWEEK ☐ SENIOR ☐ SHORT-TERM ☐ OTHER ☐

BUSINESS ☐ Name of company: ..... Job Title: .....

SINGLE ☐ JOINT ☐ Name of linked member: ..... DOB: .....

CLUB ☐ PREMIUM ☐ Please initial to confirm that the Club/Premium options have been explained: .....

Name of child 1: ..... DOB: ..... 0-5yrs ☐ 6-15yrs ☐

Name of child 2: ..... DOB: ..... 0-5yrs ☐ 6-15yrs ☐

Name of child 3: ..... DOB: ..... 0-5yrs ☐ 6-15yrs ☐

## Payment Terms

ANNUAL SINGLE PAYMENT ☐

If subscribing annually and taking advantage of the 13-months for the price of 12 offer, your annual payment is non-refundable.

DIRECT MONTHLY INSTALMENTS ☐

Joining Fee Non-Contract ☐ OR Joining Fee 12-Month Contract ☐

If subscribing to a 12-month membership agreement, your subscription can be cancelled at the end of your 12-month contract by giving us a minimum of two calendar months notice in writing.

### Direct Debit Method

Pro-Rata Payment £ .....

Joining Fee £ .....

TOTAL PAYMENT £ .....

Direct Debit Start Date .....

Monthly Amount £ .....

### Full Payment Method

Annual Payment Amount £ .....

Joining Fee £ .....

TOTAL PAYMENT £ .....

Renewal Date .....

### OFFICE USE

Memb. No 1: .....

Memb. No 2: .....

Date Paid: .....

Staff Name: .....

Payment - Cash / Cheque / Access / Visa / Amex

## Application and Agreement Terms

Two full calendar months notice are required in writing to cancel your membership agreement. If handing written notice in to the Spa, you must obtain a receipt which will act as your confirmation - email cancellation requests will be responded to within 7 days. If the financial Terms and Conditions of membership are broken, outstanding monies must be paid direct to the Spa within 30 days of initial notification. Daniel Thwaites PLC will pass any outstanding payments that fall outside the 30 days to a 3rd party company for collection. Please note, the reasonable costs (up to 30% of outstanding payment) incurred in employing a 3rd party will be borne by you. The company Terms and Conditions of Spa Membership form part of this agreement (see reverse), and you should take time to read and understand these.

I/We agree to be bound by the Terms and Conditions of Spa Membership and understand that the Spa accepts no responsibility for accident, injury or misadventure caused or suffered by members or guests on the Spas premises howsoever caused, save only to the extent caused by the wilful default or negligence of the Spa, its servants or agents.

Membership Cards Issued: YES / NO

Members Initials: ..... / .....

Please ensure you have read and understand the full terms and conditions of Spa membership before signing this agreement.

Head Members Signature Print: ..... Signature: .....

Linked Members Signature Print: ..... Signature: .....

# Terms and Conditions of Spa Membership

## Membership Application and Payment Option

- This agreement is between yourself – the member – and Daniel Thwaites PLC – the company. To become a member of the Spa, you must complete a Membership Application and Agreement. You will need to provide a form of identification, proof of address and be asked to have a photograph taken. Your data will be stored and used in accordance with our privacy policy. For full details of our privacy policy, please refer to our website: <http://spa-and-fitness.co.uk/privacy-policy/>
- The Spa has the right to reject any application without giving any reason for doing so; in such cases any monies will be immediately refunded.
  - You must advise us immediately of any change of personal details.
  - The Spa reserves the right to offer short term memberships.
  - Commencement of membership will be from the date of payment of the joining fee and the whole of the first instalment of the subscription. Both these conditions must be met before the new member is allowed to use the facilities.
  - The joining fee is non-refundable under any circumstances.
  - Payments may be made by monthly direct debit payable in advance. You will be required to complete a direct debit form available from the Spa, and you are obliged to make the minimum number of payments in line with your membership agreement.
  - You will be asked to complete a medical PARQ (Physical Activity Readiness Questionnaire) upon joining the Spa and prior to taking part in any physical activities.
  - You must advise us immediately if your medical circumstances change.
  - Membership may be withdrawn at any time at the discretion of the Spa Manager.
  - Membership of a specific Spa entitles the member to use other company Spa facilities. Please arrange with your own Spa Manager.
  - Full details of membership types and tariff are set out on the Spa tariff and are reviewed annually.
  - On an annual basis all Membership rates may automatically increase, and the new rates will come in to force on the 1st January each year. If your membership rates are due to be increased by more than 5%, we will give at least 30 days written notice of the change, as well as displaying a sign on the Spa notice board. If you have signed a 12-month membership agreement, and your fees are increased by over 5%, you can cancel your membership by giving us two full calendar months notice. If paying annually, your membership fees will not change until your membership is renewed.
  - Membership types are offered on either a Premium or Club Membership, please refer to our website to see the options available, unless stated otherwise at individual hotels.

## Membership Agreement and Cancellation Policy

- If joining on a 12-month contract, you are committed to remain a Spa member for the duration of this agreement, unless your membership fees are increased by more than 5% (see membership Application and Payment Options)
- If joining on an annual single payment option, all payments are non-refundable although can be transferred to friends or family upon payment of the joining fee.
- Two full calendar months notice are required in writing addressed to the Spa Manager to cancel your membership subscription. If the notification of cancellation falls outside of two full calendar months, the notice will begin from the 1st of the month after we have received your notice.
- If handing written notice in to the Spa, you must obtain a receipt which will act as proof of confirmation. It is the responsibility of the Spa Member to ensure that a receipt is obtained.
- Email cancellation requests will be responded to within 7 days which will act as proof of cancellation. If you have not received confirmation within 7 days, you must immediately let the Spa Manager know.
- If you are on a 12-month membership agreement, your subscription can be cancelled at the end of your 12-month contract by giving us a minimum of two calendar months notice in writing, although your notice must end at the end of your 12-month membership agreement.
- If the financial Terms and Conditions of membership are broken, outstanding monies must be paid direct to the Spa within 30 days of the initial notification.
- Failure to pay any amount due under a membership agreement for a period of more than 30 days, may result in the company passing any outstanding debt to a third party company for collection. Please note – the reasonable costs (up to 30% of any outstanding payment) incurred in employing a third party company will be borne by you including costs of tracing you should you have changed your address without informing us.
- Direct debit members will automatically have their membership renewed - annual members will be contacted in writing to renew their memberships.
- Membership is non-transferable unless you have been issued with a membership switch voucher.
- Refunds relating to non-attendance will not be considered.
- A membership freeze option may be available for long term illness, although these are at the discretion of the Spa Manager on presentation of a doctor's note.
- Requests for refunds or extensions post illness will not be considered.
- If membership payments lapse, the joining fee will need to be repaid.

## Important – Use of your Information

The information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are linked financially. Read the Use of Associated Records below before you sign.

We may instruct a third party company to search your records at Credit Reference Agencies who will add a 'Footprint' of this search to their record about you. This 'Footprint' will not be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make decisions about credit and credit related services such as insurance for you and members of your household, trace debtors and recover debt. Please telephone us on 01254 267491 if you want details of those Credit Reference Agencies from whom we obtain information about you. You have a legal right to these details. You have the right to receive a copy of the information we hold about you if you apply to us in writing.

## Use of Associated Records

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to 'associated' records.

Please refer to the Spa website for full details on our Premium & Club Membership, Spa members Discount.

## Pool/Whirlpool and Wet-side Facilities

- Full instructions for use of the pool, whirlpool, sauna and steam room are displayed in view of the facilities, but please remember for health and safety reasons:
- Members and their guests must shower before entering, and in between use of the wet-side facilities.
- The whirlpool operates on an ON/OFF cycle – please vacate the whirlpool during the rest interval.
- Do not use the Whirlpool, Sauna and Steam Room if you are pregnant.
- Running, jumping and diving is not permitted in the Swimming Pool.

## Gymnasium and Activity Studio

- It is the responsibility of members and guests to check that they are in an appropriate state of health to undertake exercise. Members must report any medical condition or injury to staff.
- Members must not undertake physical/strenuous exercise in the gymnasium or activity studio unless they have completed a PARQ (Physical Activity Readiness Questionnaire) or undergone the Spa's lifestyle consultation. If either shows any areas requiring medical clarification, written clearance from your doctor will be needed.
- If your medical circumstances change, you have a responsibility to inform the Spa Manager prior to using the gymnasium, activity studio, or functional studio.
- Qualified staff are present to design exercise programmes and demonstrate correct use of the equipment. Members are advised to follow the programme designed for them by the team.
- The owner shall not be liable for the consequences of any user who does not follow the programme designed for them.
- All users of the gymnasium and activity studio must wear appropriate footwear and clothing.
- You are responsible for monitoring your own health and physical condition. If you suffer any unusual symptoms, you must immediately stop your activity and inform a member of staff.
- We reserve the right to change or rename classes from the timetable without notice.

## Children

- Members must ensure that their children do not enter the facilities except in accordance with the following rules:
- The Child access times will be detailed on the Spa Tariff. These hours may vary during bank holidays and half term, which will be communicated in the Spa with a reasonable notice period.
  - No children under the age of 14 years to be admitted to the facilities unless accompanied by an adult who is responsible for the conduct and safety of the child throughout their visit.
  - Children under the age of 14 years are not allowed to use the swimming pool or enter the sauna, steam room or whirlpool, unless accompanied by a responsible adult.
  - Children under the age of 14 years are not allowed to enter the gymnasium or Activity Studio.
  - Children under 8 may not use the whirlpool, sauna and steam room.
  - Children aged 10+ years must change in the same sex changing rooms.

## Guests

- Members are entitled to be accompanied by no more than two guests and are responsible for payment of the appropriate charges on entering the Spa and must complete a registration form at the reception desk, prior to using the facilities.
- The Spa has the right to refuse admission.
- Members are responsible for the conduct of their guests whilst on the Spa's premises, and must ensure that their guests comply with the Spa's terms and conditions of membership.
- A guest may not be introduced to the Spa more than once per calendar month unless by special arrangement with the Spa Manager.

## Security and Safety

- Instructions for all facilities are posted in plain view and must be complied with at all times. The owner shall not be liable for the consequences of a user failing to follow such instructions.
- There are planned procedures for all emergencies, please follow the instructions of the Spa team.
- Members should not use the Spa whilst under the influence of alcohol, and should check with their Doctor before using the Spa if taking any medication.
- Members and their guests are advised in the interest of security not to leave money or valuables in the Spa. The owner does not accept liability for loss or damage to personal property of those using the Spa facilities.
- Property left in the Spa will be collected each evening and kept for a maximum of one month. Thereafter, the owner of the Spa will be at liberty to dispose of property not reclaimed in such a manner as it thinks fit. The company will not be responsible for items mislaid in the Spa.
- By their membership, members accept and agree to be bound by the terms and conditions of the Spa.
- Members and their guests use the facilities at their own risk. It is the responsibility of those using the facilities to ensure that they are fit and healthy to do so.
- The owner and its employees will not be liable in any way for the loss or damage to the property of members or guests, or for personal injury to, or death of any member or guest, except to the extent that such personal injury or death arises from the wilful act, neglect or default of the owner or any of its employees or agents.
- Please use the Spa designated car parking area. Parking is free of charge. Cars parked on the hotel premises and all contents are left at members' own risk.

## Miscellaneous

- Residents of the hotel have full use of the Spa and as such their children can use the Spa in conjunction with specific child access times.
- If using other hotel facilities, members are asked to dress appropriately to the hotel environment.
- Only food and drink supplied by the Spa may be consumed on the premises.
- Please respect the relaxation time of other members - mobiles to be switched off in designated areas of the Spa, if required for an emergency please leave your mobile on silent.

\*For full details on all of our terms and conditions of membership, please refer to our website:

[spa-and-fitness.co.uk/members/spa-members-terms-conditions](http://spa-and-fitness.co.uk/members/spa-members-terms-conditions)