

Club Rules & Etiquette

All users are asked to adhere to the following rules as a courtesy to other users and to maintain our high standards. Spa Naturel Fitness reserves the right to exclude anyone who repeatedly breaks these rules.

GENERAL

1. Photography is strictly prohibited in all areas of the leisure club
2. Do not arrive at the leisure club under the influence of alcohol or drugs, you WILL be refused entry if suspected
3. Abusive or threatening behavior will not be tolerated against our staff
4. Be respectful to other users, they are here to relax, boisterous behaviour will not be accepted in our club
5. Do not use abusive, offensive or foul language

WET AREAS

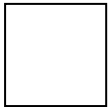
1. Shaving is not permitted anywhere on poolside or shower areas
2. Soaps, oils & menthol/echalypus are prohibited in the pool area and thermal suite
3. No glass in the pool areas
4. Do not take a mobile phone or camera on poolside
5. Shower before entering the swimming pool and hydropool
6. No outdoor shoes to be worn in any wet area
7. No food in the pool areas
8. No alcohol in the pool areas
9. Swimwear must worn at all times
10. No children under the age of 16 are allowed in the thermal suite
11. Do not place towels/water/ice on the sauna/steam heaters or temperature probes
12. e cigarettts are not permitted anywhere in the club
13. Do not reserve loungers, towels will regularly be removed
14. No diving or running on poolside

GYM

1. Suitable clothing and clean appropriate footwear must be worn whilst using the gym facilities.
2. All equipment must be wiped down after each use.
3. Please reposition weights back on to the racks when they are not in use.

CHILDREN

1. Children over the age of 8 must use the appropriate changing rooms.
2. Any person under 16 must be accompanied by an adult at all times.
3. Children are prohibited from entering any areas of the leisure facilities other than the swimming pool.



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 Spa Naturel @ Norton Grange Hotel of which you are a member.
- 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.
- 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 this Spa Naturel Leisure Club. 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.

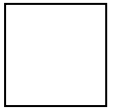
2. MEMBERSHIP TERMS AND DURATION

- 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 ended early (pursuant to Sections 5 and 6), we will write to you offering you the opportunity to renew.
- 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 by email to spamanager@nortongrangehotel.com or by completing a cancellation form which can be obtained from reception.
- 2.5. It is your responsibility to keep a copy of your cancellation request.
- 2.6. If within 14 days of the commencement of your membership you wish to terminate this Agreement, you must notify the Club by email 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 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.
 - 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.

Debit payment in respect of the termination will be made applicable.

4. YOUR OBLIGATIONS

- 4.1. You here by 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.

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 1 month's written notice meaning 1 final payment will be due and your membership will expire at the end of that payment month. If you wish to cancel within the minimum term you will incur the monthly charge until the end of the minimum term.
- 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.
- 5.3.1. 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.
- 5.4. We will not make a refund of the joining fee or any part of it.
- 5.5. In addition to our termination rights under Section 6 below, we may terminate the Agreement 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

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. MEMBERSHIP FREEZE

- 7.1. Provided that the fees have been paid and are up-to-date, you have the right to freeze your membership for a minimum of 2 month and maximum of 6 months per year. You may do this by either emailing to the address outlined in Section 2.4, or by completing a freeze form. You must give no less than 1 months' notice of the date 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.
- 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. It is your responsibility to keep a copy of your freeze request.

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

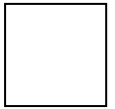
- 9.1. Members are not permitted to bring guests to the club. Anyone wishing to use the facilities must either have a valid membership or booking.

10. JOINT MEMBERSHIP

- 10.1. For monthly members, all payments must be made via one bank account or by one Direct Debit mandate.
- 10.2. Our Agreement is with the person signing the direct debit mandate or 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.

11. LIABILITY

- 11.1. 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.
- 11.2. This clause does not limit in any way our liability for:
- 11.2.1. Fraud or fraudulent misrepresentation; or



- 11.2.2. 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
- 11.2.3. Losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

11.3. 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.

12. VARIATION OF TERMS

12.1. 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.

13. PERSONAL INFORMATION

- 13.1. 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.
- 13.2. 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.
- 13.3. 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 email address, any communication will be deemed to have been received by you.
- 13.4. 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.
- 13.5. If we need to contact you we may do so by phone or e-mail.

14. GENERAL

- 14.1. We may transfer any of our rights and liabilities under this Agreement. We will notify you of any such transfer.
- 14.2. These Terms and Conditions do not affect your statutory rights.
- 14.3. 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.
- 14.4. 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.

NAME:.....

SIGNATURE:.....

DATE:.....

A COPY OF THESE TERMS AND CONDITIONS CAN BE OBTAINED BY SPEAKING TO A MEMBER OF STAFF THE CLUB RECEPTION.