

MEMBERSHIP OF THE CLUB AT COMBE GROVE

TERMS AND CONDITIONS

These Terms and Conditions govern the provision of, and use by, Members and other users of any membership club, facilities and services provided by Combe Grove, operated by The Elmhurst Foundation, a company registered in England under number 09544512 whose registered office is at 37 St George's Road, Cheltenham, Gloucestershire, GL50 3DU.

1 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Business**” means any business, trade, craft, or profession carried on by you or any member of the Club at Combe Grove or any other person or organisation;

“**Consumer**” means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual Member of the Club at Combe Grove or user who receives or uses any facilities or services at Combe Grove for the Member’s or user’s personal use and for purposes wholly or mainly outside the purposes of any Business;

“**Consumer Contracts Regulations**” means The Consumer Contracts, Information, Cancellation and Additional Charges, Regulations 2013;

“**The Club at Combe Grove**” means the membership club and facilities provided by Combe Grove at Brassknocker Hill, Bath, BA2 7HS;

“**Data Protection Legislation**” all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation EU 2016/679; the Data Protection Act 2018, and the regulations made thereunder; and the Privacy and Electronic Communications Regulations 2003 SI 2003/2426 as amended;

“**Initial Term**” means the initial 12 month minimum period of your Membership when paying Membership Fees by monthly direct debit.

“**Joining Fee**” means the joining fee payable by you at the commencement of your Membership, in the amount notified to you by us at that time;

“**Legal Requirements**” means laws, regulatory requirements, government order or any actions, recommendations, guidance, announcements or restrictions whether made by a government body, authority, public health organisation or other similar official body including Public Health England;

“**Member/you/your**” means an individual who is a Consumer and whose application for Membership of the Club at Combe Grove has been accepted by us, and he/she will be a Member thereafter for as long as their Membership continues;

“**Membership**” means your membership of the Club at Combe Grove;

“**Membership Fees**” means the fees due for Membership;

“**Membership Plan**” means any of the different types of Membership, details of which are available at www.combegrove.com/club/ or from the Club by contacting theclubsecretary@combegrove.com;

“**Membership Rules**” means the rules of the Club at Combe Grove as updated by us from time to time;
and

“**we/us/our**” means the Club at Combe Grove, operated by The Elmhurst Foundation, whose place of business and contact address is set out above.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and

1.2.2 a clause is a reference to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on the interpretation of these Terms and Conditions.

1.4 Words signifying the singular number shall include the plural and vice versa.

1.5 References to any gender shall include all genders.

2 Membership

2.1 In order to use the facilities at the Club at Combe Grove you must either:

2.1.1 have an active Membership; or

2.1.2 visit as a guest of a current Member, in which case the Member must have either purchased a guest pass for you, or redeemed a guest pass from that Member’s annual allocation and must accompany you on your visit to the Club at Combe Grove and you may only use the facilities at the Club at Combe Grove on the day specified in the pass.

2.2 You will become a Member of the Club at Combe Grove only if and when we accept your application and you have paid the Joining Fee. We are always delighted to welcome new members to the Club at Combe Grove, although our decision whether, or not, to accept your application remains at our absolute discretion. We have a policy that former employees of Combe Grove may apply to become a member by invitation only.

2.3 Once we accept your application, and your payment of the Joining Fee, there will be a contract between you and us on these Terms and Conditions.

2.4 Your Membership will be in accordance with your Membership Plan, and your use of the Club at Combe Grove must always be in accordance with the scope of your Membership Plan and these Terms and Conditions.

2.5 By collecting your membership band from us, which allows access to the facilities of the Club at Combe Grove, you are indicating that you have read, and accept, these Terms and Conditions.

2.6 Details of available Membership Plans may be obtained from our website at www.combegrove.com/club/ or from the Club by contacting theclubsecretary@combegrove.com.

2.7 You may choose any one of the available Membership Plans in your application to join the Club at Combe Grove. We may ask you to provide proof of age and or NHS employment as part of this process.

2.8 Subject to the cancellation terms set out in clause 2.11 and clause 2.12, your Membership will be for the Initial Term and it shall automatically renew for a period of 12 months, an “**Extended Term**”, at the end of the Initial Term and at the end of each Extended Term. We

reserve the right to decline to renew your Membership for any reason. We will provide you with a reasonable amount of notice in advance of the end of the Initial Term or Extended Term, as is relevant, if we intend to not renew your membership.

- 2.9 If you choose to change from one Membership Plan to another, it will replace your original Membership Plan and it will continue to run for the remaining duration of the original Membership Plan.
- 2.10 Where our contract is not made on our premises i.e. it is made remotely by telephone or via our website, the Consumer Contracts Regulations give you the rights set out in this clause 2.10, and they will be in addition to the rights given to you by clause 2.11. You may for any reason cancel your Membership up until the expiry of 14 days after the date when we accept your application for Membership, the “Cooling Off Period”. However, if we begin to provide you with any facilities or services before the end of the Cooling Off Period at your request, you may not cancel those particular facilities or services once they have commenced, and you must pay a pro-rata Membership Fee for any such facilities or services provided. If you cancel as allowed by this clause 2.10, and you have already made any payments to us under clause 3, we will refund the payments to you within 14 days of receiving notice of cancellation from you, minus any amount due for the particular facilities or services requested and provided to you during that period. If you request that your Membership be cancelled under this clause 2.10, you must confirm this in writing either by email to theclubsecretary@combegrove.com or by recorded delivery post to the Brassknocker Hill address. If you wish to cancel your Membership in other circumstances, please refer to the following clauses for those other circumstances in which you may do so.
- 2.11 In addition to your rights to cancel under the Consumer Contracts Regulations, as set out in clause 2.10 above, you may cancel your Membership by giving at least one month’s prior written notice to cancel at any time on expiry of which your Membership will end, subject to the following:
- 2.11.1 If your Membership is still within the Initial Term your notice to cancel must expire no earlier than the end of the Initial Term. If you pay your Membership Fees on a monthly basis and wish to terminate your Membership within the Initial Term you may do so subject to your payment of a cancellation fee equal to 50% of the remaining Membership Fees payable by you during the Initial Term; if you have paid an annual fee for your Membership then you may terminate your Membership at any time during the period covered by the annual fee but no refund of the Membership Fees will be made; and
- 2.11.2 If you pay your Membership Fees on a monthly basis and you give notice to end your Membership with effect from a date which is after the end of the Initial Term and not on your normal monthly billing date, you must pay us Membership Fees as shown in the example below:
- If your billing date is, for example, 1st March, where you give notice on 2nd March your notice period will be deemed to start on the next billing date, ie. 1st April, and so it will only take effect to cancel your Membership as of 1st May. In that example you would have to pay Membership Fees for the two months during the period 1st March to 30th April.
- 2.11.3 If you pay your Membership Fees on an annual basis and wish to cancel, please note that you must give the required amount of one month’s written notice to cancel before your next billing date, ie. The latest your notice period may start is 1st March in the applicable year. If the required amount of notice to cancel is not provided in advance of the billing date your Membership will automatically renew in accordance with these Terms and Conditions.
- 2.12 You may suspend your Membership if you suffer a long-term illness or injury. If you wish to suspend your Membership on this basis, you should inform us of the suspension no later than 14

days prior to your next Membership Fee billing date. In order to agree this suspension, we will require you to provide a medical certificate, doctor's note or similar proof of illness or other incapacity, in order to suspend your membership under this clause 2.12.

- 2.13 Periods of suspension under clause 2.12 shall not form part of the Initial Term of your Membership. For example, if you have 8 months left of your Initial Term and you take a 2 month suspension, you will still have 8 months remaining of the Initial Term following the end of the suspension.
- 2.14 You may suspend your Membership for reasons not covered by clause 2.12. Non-medical suspension may only take place after the Initial Term has been completed and may be taken not more than once in any 3-year period, up to a maximum length of 6 months. During such suspension, normal Membership Fees shall be replaced with a holding charge of 30% of your usual monthly payment.
- 2.15 Your Membership cannot be transferred, or loaned, to another person.
- 2.16 If you receive a discount for being an NHS employee, you must inform us should you leave the NHS. We will then charge you the full monthly membership fee for each month following the date your employment status changed. If you become an NHS employee during your membership, you may apply for the discount. This will be granted from the month following your notification. You must be able to prove your NHS status when asked by us.
- 2.17 We will provide you with a membership access wristband at the start of your Membership and it will be necessary to take a photograph of you for your profile. You may not enter, or use, any of the Club at Combe Grove facilities without a valid membership access wristband. If you lose your membership access wristband, a replacement fee of £10 is payable by you.
- 2.18 The normal opening hours of the Club at Combe Grove are published on our website at www.combegrove.com and are available at the Club. We reserve the right to amend the opening hours of the Club at Combe Grove from time to time for business reasons and to temporarily close, in our absolute discretion, any or all areas or facilities at the Club for cleaning, decorating, repairs, special events, functions and holidays, to comply with Legal Requirements, safety reasons, or otherwise. You may only use the facilities during published opening hours.
- 2.19 We shall not be obliged to provide reasons for any temporary closure in accordance with clause 2.18 and, save for providing a refund as set out in clause 2.20, below, shall have no other liability or obligation whatsoever to you arising from any such closure.
- 2.20 Where any temporary closure affects a significant proportion of the facilities then you may be entitled to a pro-rata refund in respect of the period of closure. We shall, in our absolute discretion, determine any refund due under this clause 2.20 taking into account the nature, timing and length of the closure and any services that we can continue to provide to you. We may also deduct from any such refund your reasonable share of any unavoidable costs that we have had to pay in connection with your Membership during the relevant closure period.
- 2.21 We reserve the right to impose any new conditions of entry to our premises as we, in our absolute discretion, consider necessary to comply with Legal Requirements. We shall use all reasonable endeavours to inform you of these conditions in advance and we reserve the right, without penalty or liability, to refuse entry or to remove you from our premises if these conditions are not complied with.
- 2.22 We have the right to refuse entry to our premises, designated areas or specific facilities where a capacity limit set by Legal Requirements has been reached.

- 2.23 As we need to contact you from time to time in relation to your Membership of the Club at Combe Grove, please update us if any of your contact information changes, including your name, address, telephone number, email address or next of kin details.
- 2.24 To apply for Membership you must be aged 18 or over. No guests of Members can be admitted to the Club who are under the age of 18.

3 Membership Fees and Payment

- 3.1 Membership Fees are payable as follows:
- 3.1.1 for monthly payers: in advance on a monthly basis by Direct Debit on the first of each calendar month during your Membership; or
- 3.1.2 for annual payers: payment at the time of joining by debit or credit card for the period from the date of joining until the following 31st March and then no later than 28th February each year during your Membership. Payment at that time may be made either by direct transfer from your bank or by debit or credit card.
- 3.2 If you pay Membership Fees on a monthly basis and your Membership commences part way through a month, you will need to pay an initial pro-rata amount covering the first day of your Membership to the date of your first Direct Debit Membership Fee payment, i.e. the first day of the following month. If the start of your Membership is after the 15th day of the relevant month, you will need to pay an initial pro-rata amount covering the first day of your Membership to the end of the relevant month plus the monthly Membership Fee for the following month. Your first Direct Debit Membership Fee payment will start on the first of the month after that, e.g if you join on the 28th September you will pay a pro-rata amount of 3 days for September together with the fee for the whole of October and your Direct Debit will commence on 1st November.
- 3.3 If you wish to change the bank account used to pay your Membership Fees, you must inform us of the new bank details and the date on which you wish the change to take effect.
- 3.4 Subject to suspension of your Membership under clauses 2.14 or 2.16, Membership Fees are payable by you throughout your Membership irrespective of whether you use the facilities at the Club at Combe Grove or not.
- 3.5 If we intend to change the Membership Fees, at any time, we will provide you with not less than one month's notice of the change. On or after the 1st January in each year, we will notify you of any increase in the Membership Fees to be levied from 1st April in that year. Should you wish to pay your Membership Fees in one annual payment for the forthcoming Membership Year, then your Membership Fees will not be subject to this increase and you will be charged an annual amount equal to 12 x the prevailing monthly Membership Fees at 1st March. The annual payment must be made either by bank transfer to Combe Grove or by debit or credit card no later than 28th February each year. We will assume you wish to continue to take the annual payment option each year unless you have notified us no later than 28th February in each year that you wish to switch back to paying by monthly Direct Debit at the applicable rate from 1st April in that year.
- 3.6 If you fail to pay any Membership Fee on time, we will levy on you a late payment charge of £10 for each occasion of late payment.
- 3.7 We will suspend your access to the Club at Combe Grove whilst any Membership Fees payable by you, or other sums, are due and remain outstanding. Any such suspension will be lifted once the outstanding sums have been paid in full.
- 3.8 If your Membership Fees are not paid for a period of 4 weeks or more, we will refer the matter to

a third party debt collection company and your Membership will be ended without further notice.

4 The Club at Combe Grove Rules

- 4.1 We will provide you with a copy of the current Membership Rules on request. The current Membership Rules will be available to read on notice boards and at the Club at Combe Grove, or on our website at www.combegrove.com.
- 4.2 We only make Membership available to Consumers, and your application to become a Member will be deemed to be your confirmation that you are a Consumer. If at any time we find that you are not a Consumer, we may without liability to you cancel your Membership by giving you a cancellation notice provided that we refund any Membership Fees.
- 4.3 You must abide by the Membership Rules at all times when you visit the Club at Combe Grove and use our facilities. If you do not do so, we may suspend or terminate your Membership.
- 4.4 You are responsible for your own state of health, physical condition and wellbeing at all times. We will ask you to complete a Health and Commitment statement at the start of your Membership and may ask you to update this periodically.
- 4.5 You may only use the equipment and facilities provided by us at the Club at Combe Grove in the correct manner and you must not use them in any manner which constitutes a health and safety risk either to yourself or to others.
- 4.6 You should not attempt to use any equipment or facilities until a suitably qualified instructor has instructed you how to use it correctly and/or you have completed your induction session.
- 4.7 You accept that using our equipment and facilities may be physically challenging and carries with it risk that we cannot entirely eliminate, including risk of personal injury. You accept that we, and our team, are not medically trained and are not qualified to provide any assessment or advice on whether you are medically fit to participate in any activity or use any equipment. You must seek your own professional medical advice prior to visiting the Club at Combe Grove or using our facilities and equipment, including but not limited to where you have a medical condition or are taking medication which may affect your ability to exercise or use any equipment or facilities provided by us. In the absence of any negligence or other breach of duty by us, your use of our equipment and facilities is entirely at your risk.
- 4.8 You should not visit the Club at Combe Grove or use any of our facilities or equipment when under the influence of alcohol or illegal drugs or when you are suffering from any infectious or contagious illnesses, cold or similar virus including COVID 19 or infections.
- 4.9 You should not use any of the facilities or equipment at the Club at Combe Grove immediately after eating.
- 4.10 You should dress appropriately, including wearing appropriate footwear, when visiting the Club at Combe Grove and when using any of our facilities or equipment. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided in the changing areas.
- 4.11 Lockers are available for your use during your visit to the Club at Combe Grove only. We do not recommend that you store valuable items in your locker and we are not responsible or liable for any loss of such items unless we have been negligent or breached our legal duties to you.
- 4.12 You are not entitled to leave items in lockers at the Club at Combe Grove when you are not on the premises. Items left in lockers after the closing time may be held for a period of up to 7 days after which they will be donated to charity or otherwise disposed of if you have failed to collect

them.

- 4.13 We do not allow any animals into the facilities of the Club at Combe Grove with the exception of assistance or guide dogs. If you require the use of an assistance or guide dog, you should inform us of that when you apply for Membership, or when such a requirement becomes necessary for you. Any dogs which are brought on to the Combe Grove Estate, by either a Member or by a guest of a Member, must be on a lead at all times. Failure to abide by this clause will be regarded as a serious breach of these Terms and Conditions which is incapable of correction and we will be entitled to terminate your Membership as a result. You should refer to Clause 10 for further guidance on this.
- 4.14 The facilities of the Club at Combe Grove and all surrounding outside areas are strictly non-smoking, including the use of vaping devices. A breach of this clause 4.14 shall be considered a serious breach for the purposes of clause 10.1.1 and we reserve the right to immediately suspend your membership if you are found to be in breach of this clause 4.14.
- 4.15 You may not use any electronic equipment including, but not limited to, cameras and mobile telephones for filming and photographs, within any of the facilities of the Club at Combe Grove.

5 Equipment and Facilities at the Club at Combe Grove

- 5.1 If you become aware of any damaged or defective equipment you should immediately cease using such equipment and inform a member of our team.
- 5.2 We may withdraw equipment and facilities at any time and for any reason including, but not limited to, maintenance, repair and alteration.
- 5.3 We make equipment and facilities available on a first-come-first-served basis, subject to any agreement to the contrary with us.

6 Car Parking Facilities at the Club at Combe Grove

- 6.1 We provide car parking facilities for Members and their guests. These may only be used when you and your guests are using facilities at the Club at Combe Grove during published opening times.
- 6.2 We accept no liability for any loss or damage which may result from your or your guest's use of the car parking facilities except if it is due to our negligence.
- 6.3 Membership does not guarantee that a parking space will be available for you to use. Parking spaces are available on a first-come first-served basis.
- 6.4 Combe Grove Green Badge parking spaces are provided and may only be used with a valid Green Badge. If you park a car in a Green Badge parking space without a valid Green Badge parking badge on display then your membership will be suspended for an immediate period of 4 weeks and your car may be clamped or removed.

7 Classes

- 7.1 You must book in advance to attend any class, workshop or similar event provided by us. No priority is given and places are allocated on a first-come first-served basis.
- 7.2 If you realise that you will be unable to attend a booked class then please cancel the class through the booking system at the earliest opportunity.
- 7.3 If you book a class in advance and do not attend the class then we reserve the right to:
- 7.3.1 charge you for the missed class at a cost of £20; and/or

- 7.3.2 suspend the ability to book future classes for a period of 4 weeks from the date of the missed class.
- 7.4 If you miss more than 3 booked classes in a calendar month then we will suspend the ability to book future classes for a period of 3 months from the date of the 3rd missed class.
- 7.5 If a class requires the payment of an additional fee over and above the Membership Fee, you must pay it at the time of booking. If any such required payment is not received, you will not be entitled to participate in the class.
- 7.6 If a class requires specific clothing, footwear, or other items which you must provide, details of the class will specify those requirements. If you do not comply with those requirements, we may not allow you to participate in the class.
- 7.7 When you attend a class, you must arrive at least 10 minutes before the scheduled time of the class. If you arrive later than this time, you risk losing your place in the class even if you have booked it.
- 7.8 If a class involves a warm-up session, and you arrive after the warm-up session has begun, we will not permit you to participate in the class for health and safety reasons.

8 Swimming Pools, Hydro Pools, Saunas and Steam Rooms

- 8.1 If you use any of our Swimming Pools, Hydro Pools, Saunas or Steam Room facilities, you must observe any and all safety notices posted in their respective areas at the facilities.
- 8.2 You must store all outdoor clothing and personal items in the lockers provided in the changing areas.
- 8.3 You must shower before entering the Swimming Pools, Hydro Pools, Saunas or Steam Rooms.
- 8.4 You may not use any electronic equipment including, but not limited to cameras and mobile telephones, in the Swimming Pools, Hydro Pools, Saunas or Steam Room areas, without our prior authorisation.
- 8.5 If you use the Swimming Pools, Hydro Pools, Saunas or Steam Rooms, you must obey all instructions given by us.

9 Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract was created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We only provide or sell all facilities and/or services to you as a Consumer for your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that we provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind including resale. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence including that of our employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation.
- 9.4 Furthermore, if you are a Consumer either for the purposes of the Consumer Rights Act 2015, or any other consumer protection legislation, nothing in these Terms and Conditions is intended to

or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under:

- 9.4.1 the Consumer Rights Act 2015;
 - 9.4.2 the Consumer Contracts Regulations;
 - 9.4.3 the Consumer Protection Act 1987; or
 - 9.4.4 any other consumer protection legislation,
 - 9.4.5 as that legislation is amended from time to time.
- 9.5 For more details of your legal rights, we encourage you to refer to your local Citizens' Advice Bureau or Trading Standard Office who will be able to provide you with more detailed information.

10 Circumstances where we may Terminate your Membership

- 10.1 We reserve the right to immediately terminate your Membership in any of the following circumstances:
- 10.1.1 If you breach these Terms and Conditions in a serious way, or you repeatedly breach these Terms and Conditions and fail to correct the breach within a period of 7 days following our request to do so.
 - 10.1.2 If you allow another person to use your membership access wristband to access any of the facilities.
 - 10.1.3 If you, or any guest of yours, uses rude or abusive language, or is threatening or violent towards any other Member or guest or our team.
 - 10.1.4 If you, or any guest of yours, behaves in an unacceptable or obnoxious manner which prevents other Members or guest from enjoying the Club at Combe Grove and our facilities.
- 10.2 In circumstances where you have not used the facilities of the Club at Combe Grove for a continuous period of 4 months or more, and you have not arranged for your Membership to be suspended due to ill health, as described in Clause 2.14, above, we reserve the right to cancel your Membership by providing you with one month's prior written notice. We may, at our discretion, revoke such cancellation if there are extenuating circumstances.

11 Changes to these Terms and Conditions

We may, from time to time, change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such changes.

12 How we use your Personal Information

All personal information that we may use will be collected, processed, and held in accordance with the provisions of, and your rights under, Data Protection Legislation. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose/s for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing where applicable, please refer to our Privacy Policy at www.combegrove.com/privacy-policy/.

13 Complaints

We always welcome feedback from our Members and we always use all reasonable endeavours to ensure that your experience as a Member is a positive one. We would like to hear from you if you have any cause for complaint about our facilities, services or any other complaint about the Club at Combe Grove, please raise the matter with us.

14 No Waiver

No failure or delay by Combe Grove or you in exercising any rights under these Terms and Conditions means that we or you have waived that right, and no waiver by us or you of a breach of any provision of these Terms and Conditions means that we or you will waive any subsequent breach of the same or any other provision.

15 Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16 Law and Jurisdiction

These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of our contract in the English courts. If you live in Scotland, you can bring legal proceedings in respect of our contract in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of our contract in either the Northern Irish or the English courts.