

TERMS & CONDITIONS OF COMBE GROVE

1.0 The Combe Grove

1.1 The Combe Grove, herein referred to as the Club, is operated by Elmhurst Foundation.

1.2 All entrance fees, subscriptions and other receipts shall become the property of the Proprietor and on cancellation or termination of any membership no refund will be made to the member of any part of the initial subscription fee or monthly membership fee payments.

1.3 It is a condition of acceptance of membership that the member agrees to pay the initial subscription fee and agrees to be bound by these terms and conditions.

2.0 MEMBERSHIP TERM

2.1 “initial term” means the full agreed term (6 or 12 months) from the date you accept your membership, together with any partial month unless a shorter duration has been agreed. Your direct debit membership will then be renewed automatically by the Club and shall continue until terminated by the Club or the Member. Notice of cancellation is in accordance with 5.3.

2.2 Your membership will begin on the first day of the initial term and will continue for the full term as specified in 2.1.

3.0 STARTING YOUR MEMBERSHIP

3.1 An administration fee may be payable on joining. You can get the details of these charges from the Club.

3.2 You may need to provide proof of your age to show that you qualify for any membership option you are joining. From time to time we may ask you for updated proof that you still qualify for your membership option.

3.3 You will need to pay an amount for your membership which covers the day that you join until the first of the following month. If you join after the 15th of the month, you will need to pay for the rest of the current month, plus the whole of the next month. The partial month will not form part of your initial term.

3.4 Your membership runs for the initial term, and then continues on a rolling basis until you end it.

3.5 Annual membership fees if applicable, must be paid in advance.

3.6 You (and all other members) pay the yearly membership fee as either one single payment or in monthly instalments by direct debit

3.7 Monthly payments will be due on the first of each calendar month for that month. We will ask for your monthly payment around the first working day of each month. Monthly payments are to be made by direct debit. Fees are payable monthly regardless of usage.

3.8 When you join the Club, you and anyone linked to your membership will each need to have your photograph taken. This is to allow us to check your identity when you enter the Club. You must always enter the Club via the Club Reception.

3.9 A membership card will be issued which is personal to you and may not be transferred to another member. You must not lend your membership card to another person. If this happens we reserve the right to terminate your membership.

3.10 A charge of £10 may be payable for replacement membership cards that have been lost.

3.11 The Club is not responsible for any disputes between the member and their bank

4.0 CHANGING YOUR MEMBERSHIP

- 4.1 From time to time we will need to contact you so it is important that you keep us up-to-date with any changes in name, address, phone number, email or other contact details.
- 4.2 Joint members can leave a linked membership after the initial term by providing a calendar months' notice, the remaining member would then transfer onto the individual member rate.
- 4.3 If a member is added to your membership during the initial term, both members will start a new initial term, starting on the day that new joint member is added.
- 4.4 We may increase membership rates automatically each year by up to 3% above the Retail Price Index. If we do this, the new rates will usually come into force on the first January of each year. If this should take place on a different date, or if we plan to increase the membership payments by more than this amount, we will give you at least one month's notice of the change. If you pay your subscriptions by Direct Debit, you must pay the revised fees from the date they begin to apply. If, within your initial term, the relevant category of membership increases by more than 10% you can cancel your membership by giving one calendar months' notice in writing. If you pay your subscription as one-off payment, your fees will not change until you renew your membership.
- 4.5 Following completion of the initial term, membership may be suspended for medical reasons or reasons of financial hardship only. Evidence will be required to support your suspension application and a full written calendar months' notice will be required. Suspension is for a minimum period of 2 months and a maximum of 6 months. There may be a monthly charge for this service. A total of 6 or 12 full paying months must be completed regardless of suspension.

5.0 CANCELLING YOUR MEMBERSHIP

- 5.1 We calculate your membership in whole calendar months. This means that the following applies
Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your membership and we receive your notice on 23 May, your notice will start on 1 June, it will run out on 30 June, your membership will end on 30 June and you will pay one more direct debit (on 1 June) after giving notice. The only exception to this is if you give us notice at the beginning of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
- 5.2 You (or any members linked to you) can end your (or their) membership during the initial term by giving us at least one month's notice in writing. In the event of you terminating your membership during the initial term, you agree to pay a cancellation fee set as a minimum of 50% of the remaining membership fees owed.
- 5.3 If you want to give notice, it must be in writing (addressed to the Membership Department). We will accept notice by email (memberships@combegrove.com). If you need to give us evidence of certain things, you can provide them as attachments to an email.
- 5.4 Your notice is not effective until we have received it. We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately contact us so we can check whether we have received your notice.
- 5.5 You are not entitled to enter the Club if your membership has ended.
- 5.6 If you fail to pay any amount due under this agreement for a period of more than thirty days, then all outstanding payments may be passed to a third party for collection. Any additional costs incurred will be borne by the individual who the membership agreement is with, including costs in tracing you should you have changed your address without written notification to the Membership Department.

5.7 From time to time, certain facilities may be unavailable due to maintenance or force majeure. Unavailability of facilities is not a valid reason for cancellation of your membership unless the area is considered core facility, no alternative is offered, and it is unavailable for a continuous period of 12 weeks or more. The hours during which the Club premises are open for use by members will be shown to members on joining. Members will be given reasonable prior notice of any intended closure for additional cleaning or staff training requirements.

5.8 A membership may be cancelled due to a complete permanent relocation in the initial term. This constitutes a move of over 20 miles from the Club address. Proof of the new address must be given to the Club in order for the cancellation to be authorised. This condition can only be used once per member. Any subsequent membership taken must meet the full initial term of contract.

5.9 Members are able to cancel for medical reasons in their initial term with medical evidence that states the medical condition. Cancellation on these grounds will also be considered if, due to a change in health, medical opinion states that exercise or Club use presents a serious risk to your health. If your condition is expected to improve over time, you should apply to suspend your membership until your condition has improved.

6.0 TERMINATING YOUR MEMBERSHIP

6.1 We may cancel your membership in the following circumstances.

6.1.1 If you break or repeatedly break this membership agreement or the Club rules and you do not or cannot put it right within seven days of us writing to you about it.

6.1.2 If another person uses your membership card to get into the Club.

6.1.3 If you or your guest use rude or abusive language to threaten or use violent behaviour

6.1.4 If you or your guest act in a way which prevents other members from enjoying the Club.

If we terminate your membership of any of these reasons, we have the right to keep a proportion of the money paid under this agreement, to cover any reasonable costs we have had to pay. We will also not grant future applications for entry.

7.0 GENERAL TERMS

7.1 Your responsibilities

7.1.1 If two or more people sign the agreement, they will both be jointly and individually responsible under this agreement.

7.1.2 Everyone who signs this agreement will be responsible for paying the appropriate membership subscription for all members who are linked to your membership. You are also responsible for paying any extra charges and fees which a linked member has to pay for using the facilities and services not covered by your membership option. You will continue to be responsible for these payments until your link with the other member or members is changed, or the linked member ends his or her membership by the procedure in condition 5.0 "Ending your membership"

7.1.3 It is your duty to advise the Club of any change to your name, address or other contact details.

8.0 DEFINITIONS

8.1 You – the person who is applying to become a member, and unless the terms and conditions say otherwise, including any other person named, or later linked to your membership. We and us – the Club

9.0 CHANGING THIS AGREEMENT

9.1 As a member you agree to follow the rules of membership. We may make reasonable changes to these rules at any time, as long as we give you notice before we make the changes. If we make a significant change to the opening hours of the facilities available, we will give you one month's notice of any change. Changes will be posted on the Club notice boards.

10.0 RIGHTS OF OTHER PEOPLE WHO ARE NOT PART OF THIS AGREEMENT

10.1 A Person who is not part of this agreement will not have any rights under the contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

11.0 ENFORCEMENT OF TERMS & CONDITIONS

11.1 If we cannot enforce any parts of these terms and conditions, the other part of those conditions will not be affected.

12.0 GOVERNING LAW

This agreement will be governed by English law. The English courts will deal with any claims or disagreements under this agreement.

13.0 LIABILITY

13.1 We will limit our liability for damage or loss to your property or your guest's property to any damage or loss you suffered as a result of our negligence or failure to take reasonable care

13.2 We cannot accept liability for any accident or injury that may happen on the premises or within the grounds other than that may arise from our negligence or lack of reasonable care.

13.3 Nothing in these terms and conditions is meant to limit the rights that you might have as a consumer

14.0 DATA PROTECTION

14.1 We follow the Data Protection Act 1998

14.2 You are entitled to see the information we hold about you and can ask to make any necessary changes to make sure it is accurate. If you would like to do this please contact the Membership Department.

14.3 If you would like to know what personal information we hold about you, you can at any time request to see this information. Please write to the Club Manager enclosing proof of identity (such as a driving licence or passport). You will be required to pay £10 administration fee for us to process this request. We will contact you within 40 days of the request being made in writing and the fee having been received.

15.0 GRIEVANCE

15.1 We are committed to ensuring our members are satisfied but are realistic enough to know things do not go to plan all the time. If you have a complaint, please let us know as soon as possible. You should first raise the matter with a member of the team at the Club. If you are not satisfied with the response, you should contact the senior manager on duty. If still not satisfied, you should write to the Club Manager.

TERMS & CONDITIONS OF USE COMBE GROVE - CLUB

1.0 USE OF EQUIPMENT

1.1 In the absence of any negligence or breach of any other legal duty by the Club, the use by the member of any of the Club's equipment or facilities is entirely at the member's own risk. Inductions explaining the safe and proper use of each item of equipment are available to members on joining the Club. Members are strongly advised to book and attend an Induction before using any of the Club's equipment or facilities. Attendance is the responsibility of the member. The member acknowledges that they must not use any equipment unless they are satisfied that they are competent to do so safely and properly.

1.2 Members must use the equipment and facilities safely and properly and should take care to safeguard their own Health & Safety and that of other members / users.

1.3 A Physical Activity Readiness Questionnaire (PAR-Q) must be completed prior to embarking on an exercise use programme. If you have underlying medical issue, this must be discussed with a member of staff before using the facilities.

1.4 The Club will not be responsible for any harm or injury to the member to the extent that it is caused by their own unsafe or improper use of equipment or the facilities.

1.5 The member acknowledges that they will be responsible for any harm or injury that they cause to another member or the Club to the extent that it is caused through their own unsafe or improper use of the equipment or the facilities.

1.6 The management reserves the right to suspend or cancel membership at any time if a member does not adhere to the safe and proper use of the Club's equipment as instructed by the staff.

2.0 PHYSICAL CONDITION OF THE MEMBER

2.1 The member warrants and represents on the date of their application and repeats such warranty and representation each time they use the Club that they are in good physical condition and that they know of no medical condition or other reason why they are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition.

2.2 The Club staff are not medically trained and therefore are not qualified to assess whether the member or any guest of the member is in good physical condition and that they can engage in active or passive exercise without detriment to their health, safety, comfort or physical condition. We strongly recommend that all members and guests take expert medical advice prior to engaging in any physical exercise program if they are in any doubt about their ability to engage in active or passive exercise.

2.3 The member shall not use any of the Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk, however small, that such use may be detrimental to the health, safety, comfort or physical condition of other members and guests.

3.0 VALUABLES AND LIABILITY

- 3.1 In the absence of any negligence or breach of any other legal duty by the Club, the Club shall not be liable to the member for any loss or damage to a member's possessions which are not locked into one of the lockers provided.
- 3.2 Members will not place any item or combination of items worth more than £200 into a locker
- 3.3 It is the member's responsibility to check that the locker is properly locked and secure before leaving their possessions in it.
- 3.4 The Club will not be responsible for loss or damage to the member's possessions whilst they are secured in a locker unless the Club has been negligent or breached any other legal duty it has to the member.
- 3.5 Lockers are available for use only whilst the member is on the Club premises. Use of a locker whilst not on the Club premises is a breach of the Club rules. Where belongings are left overnight in a locker, that locker will be opened and the belongings removed. Belongings will be available for collection from the Club reception for a period of 7 (seven) days upon payment of the prevailing holding charge plus any cost of repair for damage caused by opening the locker by force. After 7 days any belongings not collected will be donated to charity.
- 3.6 Lost property is gathered nightly, and held temporarily for a period of 7 (seven) days only. All items can be collected during the club operating hours. Combe Grove does not accept responsibility for any items left in lost property, and strongly advises members to use the lockers provided.

4.0 BOOKINGS / RESERVATIONS

- 4.1 All reservations for services and / or programs shall be made up to 2 (two) weeks in advance. 24 (twenty-four) hours' notice is required to cancel bookings / reservations, otherwise the current rate for any paid for activities will be payable.
- 4.2 The Club Management may refuse to rebook a member who repeatedly cancels or fails to keep an appointment for the Club services and / or programmes.

5.0 CONDUCT

- 5.1 Members and guests should use the Club and the equipment in accordance with the advice given by any staff and / or notices suitably posted. Members and guests should not abuse the equipment or facilities of the Club and any damages to the Club property shall be paid for by the member or guest who wilfully or negligently causes such damage.
- 5.2 Disorderly, rude or offensive behaviour towards any staff or other members will result in the immediate termination of the Member's membership. For the purpose of this rule a single breach will be regarded as "serious"
- 5.3 Members and guests use the swimming pools which are not supervised at their own risk and the Management does not accept any responsibility for any harm or injury to any member or guest, unless caused by negligence of the Management or other employees, agents or sub-contractors of the Club.
- 5.4 No alcohol or food can be brought by members onto the Club premises and smoking is strictly forbidden anywhere on Club premises.
- 5.5 Members and guests shall shower prior to entering the swimming pool, hydro beds, steam room and sauna areas, and again upon leaving the steam room and sauna areas and before re-entering the swimming pool or hydro beds.
- 5.6 Members and guests may not enter the Club under the influence of alcohol or under the influence of any non-prescription drugs or other illegal substances.
- 5.7 Dress – appropriate dress must be worn at all times on the Club premises and during activity classes. Trainers must be worn when using the equipment within the Club fitness gym.

6.0 GUESTS

- 6.1 Members escorting guests on the Club premises shall ensure that guests complete a guest pass and pay the current guest fee where applicable.
- 6.2 Guests must always be accompanied by the member introducing them who will then be responsible for their guest's actions and safety whilst on the Club premises.
- 6.3 No more than 2 (two) guests may be introduced to the Club at any one time by the same member. Prior approval may be granted by the Club Management for additional guest entry.
- 6.4 Guests with a valid guest pass will have the same membership privileges as the member who is escorting them and will be subject to the same rules. The management may refuse entry to any guest to the Club without giving a reason. Guest charges and admission hours may vary from time to time.
- 6.5 The Club Management reserves the right to show potential members around the Club premises and allow them to use the Club facilities on a trial basis from time to time.

7.0 HOURS OF OPENING AND CLOSURE

- 8.1 The normal opening hours of the Club are obtainable from the reception on request. The Management reserves the right however, to temporarily close certain areas of the Club from time to time without notice for the purpose of cleaning, decorating, repairs or for special events, functions and holidays.

I have read and understood the above and agree to abide by the terms and conditions of the Combe Grove Membership, and rules and regulations referred to as above.

Signature _____
Name _____
Date _____

Signature _____
Name _____
Date _____