

## **METABOLIC MEMBERSHIP 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 and charity number 1163539 whose registered office is at Combe Grove, Brassknocker Hill, Monkton Combe, Bath BA2 7HS.

### **1. Definitions and Interpretations**

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 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 at Combe Grove or user who receives or uses any facilities or services at Combe Grove for their 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.

“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 Metabolic Membership.

“Extended Term” means the 12-month period following the Initial Term and each 12-month period thereafter.

“Joining Fee” means the joining fee payable by you at the commencement of your Metabolic 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 Metabolic Membership at Combe Grove has been accepted by us and will be a Member thereafter for as long as their Metabolic Membership continues.

“Membership Fees” means the fees due for Metabolic Membership at Combe Grove.

“Membership Rules” means the rules of Metabolic Membership at Combe Grove as updated by us from time to time.

“We/us/our” means 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. **Metabolic Membership**

Metabolic Membership is a personalised health plan which includes three metabolic health assessments during the annual membership.

Health Assessments review:

- Blood Tests
- Blood Pressure
- Waist to height ratio measurements
- Hand grip strength
- Body composition analysis
- Quality of life

Health Assessment results are securely stored and accessible only by those Metabolic Health Team members who support you.

The Elmhurst Foundation charitable objectives are to share anonymised results to further advance the field of Metabolic Health. Refer to clause 12 for details of our Privacy Policy.

2.1 In order to use and benefit from all at Combe Grove you must either:

2.1.1 have an active Metabolic Membership; or

- 2.1.2 visit as a guest of a current Member, in which case that 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 throughout your visit to Combe Grove and you may only use the facilities at Combe Grove on that day. A guest pass cannot be transferred or rolled over from one Metabolic Membership year to another.
- 2.2 You will become a Metabolic Member 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 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 Metabolic Member by invitation only.
- 2.3 Once we accept your application, Joining Fee and Membership Fees, there will be a contract between you and us on these Terms and Conditions.
- 2.4 By collecting your Metabolic Membership band from us, which allows access to Combe Grove, you are indicating that you have read, and accept, these Terms and Conditions.
- 2.5 Subject to the cancellation terms set out in clause 2.8 and 2.9, your Metabolic Membership will be for the Initial Term. If you pay Membership Fees on an annual basis, we will send you a renewal reminder one month before the end of the Initial Term or Extended Term and you must let us know if you want to renew your Metabolic Membership. If you pay Membership Fees on a monthly basis your Metabolic Membership will automatically renew for an Extended Term at the end of the Initial Term and at the end of each Extended Term and a renewal reminder will be issued to you one month prior to the renewal date. You must notify us before renewal if you do not want to renew your Metabolic Membership.
- 2.6 We reserve the right to decline any Metabolic 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 not to renew your membership.
- 2.7 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 2.7, and they will be in addition to the rights given to you by clause 2.8. Provided that our contract has been made remotely, you may for any reason cancel your Metabolic Membership up until the expiry of 14 days after the date when we accept your application for Metabolic Membership, which is known as 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 must pay a pro rata Membership Fee for any such facilities or services provided. If you cancel, as allowed by this clause 2.7, and you have already made payments to us under clause 3, we will refund the payments to you within 14 days of receiving notice of cancellation from you, less any amount due for the particular facilities or services requested and provided to you during that period. If you request that your Metabolic Membership be cancelled under this clause 2.7, you must confirm this in writing either by email to [memberships@combegrove.com](mailto:memberships@combegrove.com) or by recorded delivery post to the Brassknocker Hill address. If you wish to cancel your Metabolic Membership in other circumstances, please refer to the following clauses for those other circumstances in which you may do so.
- 2.8 You may provide us with notice to cancel your Metabolic Membership at any time during the Initial Term or any Extended Term. Unless you are in the Cooling off Period described in clause 2.7, above, then:
- 2.8.1 your notice to cancel shall take effect at the end of the Initial Term or Extended Term as is relevant; and

- 2.8.1 where you have paid Membership Fees annually, no refund of Membership Fees shall be made to you;  
or
- 2.8.2 where you have paid Membership Fees on a monthly basis, Membership Fees will continue to be due and payable each month during the remainder of the Initial Term or Extended Term, as is relevant.
- 2.9 You may suspend your Metabolic Membership if you suffer a long-term illness or injury. If you wish to suspend your Metabolic 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 to 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 Metabolic Membership under this clause.
- 2.10 Periods of suspension under clause 2.9 shall not form part of the Initial Term of your Metabolic Membership. For example, if you have eight months left of your Initial Term and take a two -month suspension, you will still have eight months remaining of the Initial Term following the end of the suspension.
- 2.11 You may suspend your Metabolic Membership for reasons not covered by clause 2.9. Non- medical suspension may only take place after the Initial Term has been completed and may be taken not more than once in any three -year period, up to a maximum length of six months. During such suspension, normal Membership Fees shall be replaced with a holding charge of 30% of your usual monthly payment. For annual Metabolic Memberships, any suspension reimbursement is deducted from the next Extended Term fee.
- 2.12 Your Metabolic Membership cannot be transferred or loaned to another person.
- 2.13 If you receive a reduction of Membership Fees for being an NHS employee, you must inform us should you leave the NHS. We will then charge you the full annual Membership Fee following your notification. You must be able to prove your NHS employment status at any time, using your NHS ID card.
- 2.14 We will provide you with a Metabolic Membership access wristband at the start of your Metabolic Membership and it will be necessary to take a photograph of you for your profile. You may not enter, or use, any of the facilities at Combe Grove without a valid wristband. If you lose your wristband, a replacement fee of £10 is payable by you.
- 2.15 The normal opening hours at Combe Grove are published on our website. We reserve the right to amend the opening hours at Combe Grove from time to time for business reasons and to temporarily close, at our absolute discretion, any or all areas or facilities at Combe Grove for cleaning, decorating, repairs, events and holidays, to comply with legal requirements, safety reasons, or otherwise. You may only use the facilities during published opening hours.
- 2.16 We shall not be obliged to provide reasons for any temporary closure in accordance with clause 2.15 and, save for providing a refund as set out in clause 2.17, below, shall have no other liability or obligation whatsoever to you arising from any such closures.
- 2.17 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 2.17 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 Metabolic Membership during the relevant closure period.

- 2.18 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 reserve the right, without penalty of liability, to refuse entry or to remove you from our premises if these conditions are not complied with.
- 2.19 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.
- 2.20 As we need to contact you from time to time in relation to your Metabolic Membership at Combe Grove, please update us if any of your contact information changes, including your name, address, telephone number, email address and next of kin details.
- 2.21 All members and their guests must be aged 18 or above to use the facilities at Combe Grove.

### **3. Metabolic Membership Fees and Payment**

- 3.1 Metabolic Membership Fees are payable as follows:
  - 3.1.1 at the time of joining by debit or credit card for the Initial Term from the date of joining and for each Extended Term thereafter.
  - 3.1.2 in advance on a monthly basis by Direct Debit on the first of each calendar month of the Initial Term and for each Extended Term thereafter.
- 3.2 If you pay Metabolic 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 Metabolic Membership to the date of your first Direct Debit monthly Metabolic Membership Fee payment, i.e. the first day of the following month. If the start of your Metabolic Membership is after the 15<sup>th</sup> day of the relevant month, you will need to pay an initial pro rata amount covering the first day of your Metabolic Membership to the end of the relevant month plus the monthly Membership Fee for the following month. Your first Direct Debit Metabolic Membership Fee payment will start on the first of the month after that, e.g. if you join on the 28<sup>th</sup> September you will pay a pro rata amount of three 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 in person and the date on which you wish the change to take effect by completing and signing a new direct debit form which can be obtained by emailing [memberships@combegrove.com](mailto:memberships@combegrove.com)
- 3.4 Subject to suspension of your Metabolic Membership under clauses 2.9 or 2.11, Membership Fees are payable by you throughout your Metabolic Membership irrespective of whether you use the facilities at Combe Grove or not.
- 3.5 If we intend to change the Metabolic Membership Fees, at any time, we will provide you with not less than one month's notice of the change.

- 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 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 Metabolic Membership will be ended without further notice.

#### **4. Metabolic Membership 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 on our website [combegrove.com](http://combegrove.com)
- 4.2 We only make Metabolic 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 Metabolic 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 Combe Grove. If you do not do so, we may suspend or terminate your Metabolic 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 Metabolic Membership and we may ask you to update this periodically.
- 4.5 You may only use the equipment and facilities provided by us 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.
- 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 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 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, cuts, abrasions and open sores.
- 4.9 You should not use any of the facilities or equipment at Combe Grove immediately after eating.
- 4.10 You should dress appropriately, including wearing appropriate footwear, when visiting 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 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 Combe Grove when you are not on the premises. Items left in lockers after the closing time will be removed and may be held for a period of up to seven 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 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 Metabolic 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 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 at Combe Grove and all surrounding outside areas are strictly non-alcohol and 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 terminate your Metabolic 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 or other personal electrical devices for filming and photographs within any of the facilities at Combe Grove.

## **5. Equipment and Facilities 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 at Combe Grove**

- 6.1 We provide car parking for Members and their guests. These may only be used when you and your guests are visiting Combe Grove during published opening times.
- 6.2 We accept no liability for any loss or damage which may result from you or your guest's use of the car parking except if it is due to our negligence.
- 6.3 Metabolic 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 on the top level and the middle level and on some days a minibus is available to transport between these car parks and the main buildings.
- 6.4 Combe Grove Green Badge parking spaces are provided during specific times 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, your Metabolic Membership will be suspended for an immediate period of 4 weeks. To obtain a green badge, contact [memberships@combegrove.com](mailto:memberships@combegrove.com),

## **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 up to two hours before the scheduled start time of the class.
- 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 £10; and
- 7.3.2 suspend the ability to book future classes until the missed class charge of £10 is paid. Payment can be made in person, by direct debit or by telephone. Charges do not apply to online classes.
- 7.4 The class booking system operates an automatic transfer from the waiting list to the class list, therefore if you cannot attend and your name is on the waiting list, you need to ensure that you cancel your place on the waiting list up to a minimum of two hours prior to commencement of the class. If you cancel less than two hours before the class you will be charged a £10 late cancellation fee, until this is paid, you will not be able to book further classes, as per 7.3.2.
- 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 these requirements. If you do not comply with these 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 warmup 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.
- 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 or 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 subcontractors, 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 relevant consumer protection legislation, in each case 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 Standards Office who will be able to provide you with more detailed information.

## **10. Circumstances where we may Terminate your Metabolic Membership**

10.1 We reserve the right to immediately terminate your Metabolic 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 seven days following our request to do so.

10.1.2 If you allow another person to use your Metabolic 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 guests or our team from enjoying Combe Grove.

10.1.5 In circumstances where you have not used the facilities at Combe Grove for a continuous period of 4 months or more, and you have not arranged for your Metabolic Membership to be suspended due to ill health, as described in Clause 2.9, above, we reserve the right to cancel your Metabolic 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/](http://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 your Metabolic Membership at Combe Grove, please raise the matter with us by writing or emailing [memberships@combegrove.com](mailto:memberships@combegrove.com).

## **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 court.