

# SPA & HEALTH CLUB MEMBERSHIP TERMS & CONDITIONS

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These terms and conditions, together with documents listed in paragraph 1 below, form a membership contract between 'you' (the member or members named below) and 'us', The Landmark Spa & Health Club (the 'Contract'). If you are joining as a linked member, each linked member who signs below will be individually bound by this Contract. If you have any questions about these Conditions or any of the other documents forming part of the Contract, please ask us.

Please initial where marked throughout and sign at the end of these Conditions. If you need us to make any changes to the Contract, please ask us to put these in writing so that we can avoid any misunderstanding.

This Contract is a rolling contract with an initial 12 month commitment period. Your membership Contract will automatically continue on a month-to-month basis unless we or you end it

If you have paid upfront for your current 6 months or 12 months' membership period a set expiration date will apply.

## 1. The Contract between you and us

### a. Standard member

As well as a signed copy of these Conditions, you should also have received: A Welcome Pack with a pre-exercise questionnaire and Information about the Health Club and Spa

As a member, you agree to follow the rules of membership relating to using the Health Club and your behaviour in our Health Club.

If you do not have any of the above documents, please ask us for them. It is important that you have read and understood all of the terms and conditions of the Contract before you sign these Conditions.

You will also have to follow other conditions which apply to your membership type.

### b. Corporate members & Group members

If you are a group or corporate member, you will also have to produce proof of your corporate/group identity to us. Extra or different terms might apply to you because of the corporate / group membership agreement between us. In particular, the conditions to end or freeze the Contract may be different for corporate/ group members.

The Corporate / Group Conditions form part of the Contract between us, as well as the documents listed in paragraph 1a above. If there are any differences between any part of these Conditions and the Corporate / Group Conditions, the relevant terms of the Corporate/ Group Conditions will take priority. The company which is allowing you to benefit from corporate membership is responsible for making you aware of any Corporate Conditions that apply.

## 2. When will my membership start?

Your membership will start on the membership start date set out in your membership application from ('membership start date') as long as:

- You have signed these Conditions and your membership application form;
- You have filled in a pre-exercise questionnaire, which we are satisfied with; and
- We have received your joining fee and your first month's membership fees (as set out in your membership application form).

What happens if I change my mind and want to cancel my membership?

As long as you have not used your membership, you can write and tell us that you want to cancel your membership, within seven working days of signing these Conditions. If you do this, we will not refund any joining fee but we will refund any membership fees which you have paid to us. We will do this when you return your membership card, gifts and any other documents we ask you to return.

If you have used your membership within the 7 day period a day use rate will apply which is £50 per visit a day which will be deducted from your refund.

If you cancel after 7 days, your joining fee is non-refundable; 1 month notice period will apply.

How long will my membership last?

- As a Direct Debit member, you will be committed to a 12 month commitment period. Your monthly membership will automatically continue on a month-to-month basis unless you give us 1 months' notice or we end your membership.
- If you have paid upfront for your current 6 or 12-months' membership a set date for expiration will apply.
- [ ] [ ] members initials

d. Can I suspend or freeze my membership?

The membership can be frozen under medical grounds only, a doctors letter will need provided.

You will not be able to use the club during any freeze period and you cannot freeze your membership if you are late paying your membership fees. When your freeze period ends, your membership type and rate will automatically return to what they were immediately before the first day of your current freeze period.

### 3. Membership fees

#### a. Joining fee

You must pay the joining fee shown in your membership application form when you sign these Conditions. We will not refund the joining fee, except as set out in these Conditions. If we or you end your membership for any reason and you want to re-join, you will have to pay a new joining fee at that time.

#### b. Membership fees

As a member at The Landmark Spa & Health Club you are personally responsible for paying us the membership fees set out in your membership application form when they are due, except as set out in these Conditions or as a result of a specific promotion or offer that means you do not have to pay them in full or in part.

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As a monthly member, your membership fees are due for each calendar month (except as set out in these Conditions or as a result of a specific promotion or offer that means you do not have to pay them during this period).

Membership fees and other terms (for example, age conditions or hours of use) vary depending on your category of membership. You must pay the current membership fees and follow all other conditions which apply to the health club and the type of membership available. If you join on any day other than the 1st of the month, we will work out your membership fees for that month according to the number of days left in that month.

You will only pay your membership fees either:

- By monthly direct debit for the relevant month; or
- By cash, credit card or debit card each year for the relevant year.

We do not accept any other form of payment for monthly payments. If you pay monthly and the direct debit on your membership application form for your membership fees is cancelled by you or the person paying it and your membership fees become overdue, we may refuse your entry into the club until you set up a new direct debit and you pay any overdue amounts in full.

#### c. Changes to membership fees

We regularly review our monthly membership fees and may change them from time to time. We will give you at least 45 days' notice of any change, and the date from which the change will apply, by writing to you at the postal address we have on our records. If you do not want to accept an increase in your fees, you may end your membership as set out in paragraph 6. If you do end your membership for this reason, you must continue to pay your membership fees (at the rate which applies immediately before at the proposed increase) until the end of the notice period which applies. If you do not end your membership, you will have to pay the new membership fees from the dates when the change applies. We will change your direct debit payments to reflect this. If you or we end your membership for any reason and you then re-join, you will have to pay the joining fee and membership fees for at the time you re-join.

#### d. Other membership fees and charges

You will have to pay various other non-refundable membership fees and charges if you want to take advantage of services and facilities, such as freeze fees, guest fees, visitor fees, replacement membership card fees. All fees are set out in the club price list (ask at your club for details of these fees and an up-to-date price list).

### 4. Can I transfer my membership to a different type of membership?

Yes. You can transfer your monthly membership to another type of membership at the end of your 12-month commitment period. To do the above, you must: email or write to us before the 5th of the month (to start the next calendar month).

### 5. If you are late paying your membership fees.

If you fail to make payments due under this Contract, we may contact a credit reference agency or other organisation to help us get payment from you. We will only do this after we have written to you (at the postal address we have on our records) asking for payment. We will add a fee of £30.00 to the amount you owe to cover our reasonable administration costs if we contact a credit reference agency. We will charge this fee each time we contact a credit reference agency, unless the missed payments are your bank's fault. We also have the right to suspend your membership (and refuse you entry to the club) until you have paid the full amount you owe (including any administration fees) and the right to take legal action to claim the amount you owe.

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## 6. How can I end my membership?

### a. Ending your membership under normal circumstances

You may give us notice to end your membership at any time by emailing to us or give us notice in writing. You must give us 1 month notice, we must receive this notice no later than the 24th day of a calendar month if you want to end your membership on the last day of the following month.

If we do not receive this written notice by the 24th day of a calendar month, your membership will automatically continue to another calendar month unless you or we end it.

If you have paid upfront for your 6 months' or 12 months' membership, 1 month cancellation notice still applies and cancellation will be effective same day following a full calendar month.

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### b. Other reasons for ending your membership before 1 month commitment period

You cannot end your membership in any other circumstances before the end of your one-month commitment period. However, if you would like to end your membership early due to other reasons beyond your reasonable control that prevent you from being able to use our club (for example, you move to another area), please provide us with reasonable evidence (for example, a utility bill from your new address) and we will take this into account.

If you end your membership as a result of any change set out above during your one-month commitment period and you pay your membership fees each year for the following year; we will refund to you any membership fees you have paid for the period after the date of your notice to end membership. If you pay monthly, you will not be responsible for any membership fees for the rest of your one-month commitment period.

## REASONS FOR ENDING YOUR MEMBERSHIP WITH US

We may end (or suspend) your membership in the following circumstances by writing to you at the postal or email address we have on our records:

- If you seriously or repeatedly break the terms of this Contract and you do not put this right (if this is possible) within seven [working] days of us giving you notice that we will end your membership.
- If we reasonably think that allowing your membership to continue would be dangerous to, or would have any kind of negative effect on you, the club, other members or our staff. This might include, for example, for health & safety reason, incident where you abuse the services we provide, or if you have been abusive, threatening or violent towards another member or our staff, or have been involved in vandalism or illegal activity or you allow someone else to abuse the services we provide.
- If any part of your membership fees is not paid in full within 30 days of falling due.
- If you give us details which you know to be false when applying for membership and these false details may have reasonably affected our decision to grant your membership.

If we end your membership for any of these reasons, we can keep part of the money you have paid to us under these Conditions to cover any reasonable costs we have to pay as a result of you breaking the terms of the Contract. If we end your membership as a result of point 3 above, unless we have a waiting list and people are waiting to join the club at that time, we also have the right to claim from you and add to your debt the fees due for the whole of the calendar month in which we end your membership.

## 7. Changes to these Conditions or the club rules?

Details of the current opening hours and facilities are available on our website. We may sometimes need to change our opening hours or facilities. If we need to do this we will, where reasonably possible, display notices in the club telling you about the change at least two weeks before the change takes effect.

We can make reasonable changes to these Conditions or the club rules at any time for security, legal, regulatory or operational reasons. We will give you at least 45 days' notice of any changes by displaying the new conditions or club rules in our club. If any change to these Conditions or the club rules significantly reduces the benefits of your membership, you have the right to end your membership under paragraph 6.

## 8. How you should contact us.

You must send any written notice or form (for example, any notice to end membership) by post, fax or email, through our website or hand-deliver it to reception at the club. You must address the notice or form to the Health Club Manager. Full contract details are available from reception at the club. Only notices delivered to us in one of these ways will be considered valid under paragraph 6.

## 9. Our responsibility to you.

At times we may need to temporarily stop providing certain facilities, including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions and holidays. If the swimming pool or the gymnasium is not available for more than 10 days in a row, you can ask us for a credit against you membership fees for the period the facility is not available.

## 10. The small print

We may transfer our rights or obligations (or both) under this Contract, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If the other organisation fails to provide the same (or equivalent) facilities and services we provided, you may end your membership by giving us written notice. If you do this and have paid upfront for your current 12 months' membership, we will refund to you any membership fees for the rest of the month you have paid for (including your one-month commitment period, if this applies) after the other organisation took over our rights or obligations (or both) under this Contract.

If you do this and pay monthly, we will refund to you any membership fees for the rest of the month you have paid for (including your one-month commitment period, if this applies) after the other organisation took over our rights or obligations (or both) under this Contract.

The laws of England and Wales apply to this Contract and the courts of England and Wales will decide any disputes arising in relation to it.

If we fail to enforce any of our rights at any time, for any period and for whatever reason, this will not take away those rights. Also, if we fail to notice or act if you break any of the Conditions of this Contract, this does not mean that your behaviour is acceptable. If a court of law decides that a Condition of this Contract is not valid or cannot be enforced, that Condition will not apply but this will not affect the rest of the Contract.

Except where allowed under this Contract, neither you nor we may alter the terms and conditions of this Contract without the written agreement of the other.

You must keep us up to date with your contact details by writing to us. If we do not receive a change of circumstances form from you and your contact details change, we will send any notice to the email or postal address we have on our records and this will be considered valid notice to you under these Conditions.

## 11. Your personal information

We take the privacy of our members seriously. This paragraph explains the ways in which we use your personal information. If you have any request about your personal information, please contact the club. We will collect personal information from you through your membership application form, pre-exercise questionnaire, any information (including personal information) that you provide for other services (for example, personal training sessions). The information we collect may relate to your physical and mental health or condition.

We can keep, for a reasonable time, copies of all documents and information you have provided as part of your membership application and as a member, even if we refuse your application for membership or if you or we end your membership for any reason. This includes information relating to your physical and mental well-being as shown on the pre-exercise questionnaire provided to any of our staff. We will keep any information relating to your well-being confidential and will not reveal it to anyone else (other than to an organisation which takes over our business or to which we transfer our rights and obligations under this Contract) or use it for marketing purposes.

We may give your personal information to our business partners, those who take over our business and suppliers we ask to provide services on our behalf which relate to this Contract (including a credit reference agency or other organisation we ask to recover payments from you).

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## 12. Marketing

We would like to keep you updated by post and electronic methods (for example, email, SMS and MMS) about our special discounts, offers, products and services that we think may be of interest to you. Please confirm that you are happy with this by ticking the relevant box.

[Yes] [NO]

Do not sign below until you have read these Conditions and the other documents listed in paragraph 1a. If there is anything you do not understand, please ask us for an explanation before you sign below.

If you are under 18, a parent or guardian will need to sign below to give their permission for you to become a club member. Your parent or guardian will be responsible for your obligations under the Contract and must sign below to say they accept these Conditions and the club rules on your behalf, and to accept responsibility for your behaviour, actions and failure to act in line with this Contract. In particular your parent or guardian will be responsible for paying all payments due under your membership. You agree that your parent or guardian will be the only person we will discuss your membership with unless they authorise another person (including you)

Name of Member (1) \_\_\_\_\_

Signature of Member (1) \_\_\_\_\_

Date \_\_\_\_\_

Name of Member (2) \_\_\_\_\_

Signature of Member (2) \_\_\_\_\_

Date \_\_\_\_\_

Name of Parent or Guardian \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Date \_\_\_\_\_

Name of Landmark Spa & Health Club Representative \_\_\_\_\_

Signature of Landmark Spa & Health Club Representative \_\_\_\_\_

Date \_\_\_\_\_

The contract between you and us will come into force when you sign these conditions (even if the Landmark Spa & Health Club Representative is not named or does not sign).