

## **HEALTH CLUB MEMBERSHIP TERMS AND CONDITIONS**

These terms and conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit. These terms and conditions apply at all times and take priority over anything a member of our team has told you. These terms and conditions replace any previous versions.

Acceptance of a Membership Application by Formby Hall Golf Resort & Spa creates a contract of membership which is subject to adherence to the following Membership Terms and Conditions:

### **1. Your Membership**

- 1.1 Formby Hall Golf Resort & Spa reserves the right to accept or reject any application for membership without ascribing any reason for doing so, or to cancel any membership should a member's conduct contravene any of the Membership Terms and Conditions.
- 1.2 Formby Hall Golf Resort & Spa may, at its discretion, terminate your membership without notice if you repeatedly or seriously break the Leisure Club Membership Rules.
- 1.3 When you join the Leisure Club you are agreeing to remain a member for the Commitment Period. If you choose to pay your membership fees monthly your club membership will continue indefinitely after the Commitment Period end date at the fee applicable to your membership type and category of membership at the updated current rate. If you choose to join the Leisure Club by paying your commitment period membership fee in advance, your Club Membership will terminate automatically on expiry of the Commitment Period.
- 1.4 For annual membership your membership fee is due every year and covers the year to come. This can be paid by equal monthly instalments only if the member has entered a direct debit arrangement to do so. You must pay for your membership by making one payment each year. For monthly membership your membership fees are due on or around the 1st of each month and cover that month. You must pay for your membership by making monthly payments by direct debit. Direct debits for joint membership will only be collected from one bank account. Every person who signs the membership application will be jointly and individually responsible under this agreement. If one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them. To add an adult to your membership, we will require said persons signature to do so.
- 1.5 If you do not pay your membership fee when it is due, we will write to you to let you know. If you are paying by direct debit, we will try to take this payment from your account again later in the month. If that is unsuccessful, your access to the leisure club will be suspended until arrears collected. If a member's direct debit is rejected on two or more occasions, we may terminate your membership. If you want to reinstate your membership subscription having defaulted, you will have to pay the direct debits which were rejected. If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £25. Cancelling your direct debit does not mean you have given us notice to end your membership.
- 1.6 We may refer any missed payments, (for example, payments you owe for the rest of an initial term or notice period), to a collection agency.
- 1.7 Formby Hall Golf Resort & Spa will set the level of fees and will review such fees periodically and reserves the right to change the level of fees from time to time. For any changes to the monthly or annual fee, we will give you at least 30 days written notice.
- 1.8 Membership fee, the level of membership fees shall be determined according to the type and category of membership.
- 1.9 Joining fee, a joining fee may be payable as specified at the time of joining the Leisure Club and detailed in your application form. Your joining fee goes to start up costs.
- 1.10 Guest user fee, a fee will be set by the Leisure Club in respect of guests of members who wish to visit the Club and use the facilities.
- 1.11 You can change your mind about joining. To do this you will need to give notice in writing. You can do this at any time up to 14 days after making your membership application and your entire membership will end. If you or any of your linked members enters the leisure club to use the facilities during the 14-day cancellation period we will charge a proportion of the monthly fee to cover this period and we will refund the balance of any fees you have already paid.

### **2. Your Membership Card**

- 2.1 Upon joining, you will receive a Membership Card which will remain the property of Formby Hall Golf Resort & Spa and must be returned upon cessation or suspension of your membership.
- 2.2 You must present your Membership Card to access any of the Leisure Club's facilities. Failure to produce the membership card will result in denied access through the security barrier.
- 2.3 If you lose your Membership card, a replacement charge of £10 will be due.
- 2.4 Members will be required to have a photograph taken for security purposes.
- 2.5 Members must produce their Membership Card to receive published member's discounts on products and services at the time of payment. Discount will be refused without an active Membership Card.
- 2.6 We may ask to see another form of identification (besides your membership card) before we allow you into the leisure Club.
- 2.7 If another person uses your membership card, we reserve the right to end your membership.

### **3. Suspending your Membership**

- 3.1 Members are entitled to suspend their membership for up to 9 months but may apply to do so in writing in the case of an extreme change in personal circumstances or ill health, proof of circumstances is required and suspension charge of 25% of the monthly membership cost will be taken per month.
- 3.2 If suspension of membership is granted, a full calendar months' notice will be required.
- 3.3 Membership will not be suspended retrospectively (i.e., for a period which has passed when you did not use the facilities for any reason)

### **4. Temporary Closure of the Health Club and Spa Facilities**

- 3.1 To provide the highest standard of facilities, we will from time to time need to carry out repairs and refurbishment to the Leisure Club and Spa. No credit or refund of subscriptions will be provided at times when some or all of the facilities are closed for repair or refurbishment unless specified otherwise.

### **5. Cancellation of Membership**

- 5.1 If you wish to cancel your membership, you must notify Formby Hall Golf Resort & Spa in writing. It is recommended that this is done using recorded delivery FTAO. Membership Co-ordinator or via e-mail to [membership@formbyhallgolfresort.co.uk](mailto:membership@formbyhallgolfresort.co.uk).
- 5.2 Annual memberships who do not wish to renew their membership at the end of their commitment must give a minimum of one full calendar months' notice or more must be given of any intention to cancel your membership. If you give notice during a month, we will treat it as if we received it on the first 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 21 April, your notice will start from 1 May, it will run out on 31 May, your membership will end on 31 May and you will pay one more direct debit (on 31 May) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the third day 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.
- 5.3 If one person who has joint membership cancels, the other person's membership will convert to the single rate. Annual membership will be required to pay the difference in full at that time.
- 5.4 Once notice has been given, Formby Hall Golf Resort & Spa will confirm receipt and the date that your membership will terminate. If you do not receive this confirmation within 10 days, you must immediately let Formby Hall Golf Resort & Spa know. It is your responsibility to ensure that the notice has been received.
- 5.5 Any refund of annual membership fees paid in advance will be entirely discretionary.
- 5.6 Once cancelled, re-activation of membership is subject to availability and payment of a new member joining fee.
- 5.7 If we need to give notice to you and served during the month, our notice period will run from the first day of the following month.

### **6. Children**

- 6.1 Children aged 15 and under must have an adult member present to always supervise them.
- 6.2 Children may only use the facilities allowed, during the permissible times which are clearly marked and outlined in the Leisure Club Membership Rules.
- 6.3 Parents and/or guardians are responsible for the conduct of their children at all times and must ensure that they adhere to the Leisure Club Membership Rules.
- 6.4 The Spa must not be used by children unless there is a special event set up for that purpose.
- 6.5 The Spa Pool and thermal suites are not available for use by children, the Leisure pool permitted.
- 6.6 Children aged 15 and under are not permitted to use the Gym.
- 6.7 Children aged three and under must wear swimming nappies whilst in the Leisure Pool.

### **7. Lockers**

- 7.1 Formby Hall Golf Resort & Spa provides lockers for use while in the Leisure club and Spa on the following terms:
  - It may remove any items left in the lockers overnight.
  - It reserves the right to inspect the contents of all lockers for security reasons.
  - Members are not permitted to keep lockers for their personal use. All lockers will be opened at the end of each day.

### **8. Other**

- 8.1 Formby Hall Golf Resort & Spa reserves the rights to:
  - Change, withdraw or add to these Terms and Conditions and the Leisure Club Membership Rules as it deems fit in its absolute discretion.
  - Determine any dispute or difference, which may arise in the interpretation of these Terms and Conditions and the Leisure Club Membership Rules
  - Change the operating hours of the Leisure Club and Spa when deemed necessary.
- 8.2 Management of the Leisure Club and Spa is controlled by Formby Hall Golf Resort & Spa, and it requires its members to comply with any reasonable directions given to ensure the smooth operation of the business.
- 8.3 Formby Hall Golf Resort & Spa (whose decision shall be final and binding) shall determine any dispute or difference which may arise in the interpretation of these Terms and Conditions and the Leisure Club Membership Rules.
- 8.4 From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.
- 8.5 There may be an extra charge for a small number of facilities and services. We will display the current charges on a noticeboard or on our website.
- 8.6 We do not accept liability for personal items whilst on our premises.
- 8.7 Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.
- 8.8 We will deal with all information we hold about you in line with GDPR policies, details are only kept when information is relevant and required.

- 8.9 We welcome children to our Leisure club on a child's day pass, but they must behave reasonably. They must not put themselves or other people in danger or prevent other members from enjoying the facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this. If your child continues to behave unreasonably, whether on one visit or over a number of visits, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to refuse future entry.
- 8.10 We do not allow animals in the leisure club (except for guide dogs)
- 8.11 To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in our Leisure club. If you do not understand a notice or sign, please ask one of our team members.
- 8.12 Fire exits are clearly marked throughout the resort. If there is a fire or if you hear the fire alarm, you should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.
- 8.13 If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the senior manager on duty immediately.
- 8.14 While you are at the club, we expect you to behave appropriately, respectfully and politely, and dress appropriately (for example, by not wearing your swimsuit in the gym), at all times. Footwear must be worn at all times. We can prevent you from entering the premises or ask you to leave if we think that your behaviour or appearance is not suitable.
- 8.15 If you leave your belongings in a locker overnight, we have the right to remove your belongings. You can claim the belongings we have removed from Leisure club management for up to two weeks after we remove them. After this time, we will not be responsible for the belongings.
- 8.16 If you find lost property, you must hand it into a member of staff immediately. We will hold items for six weeks only before giving them to charity.
- 8.17 You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity. You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a member of staff.
- 8.18 You are required to sign in to the Leisure club via the security barrier. Failure to repeatedly sign in for detour from the barrier will result in suspension of membership whilst investigations are carried out.
- 8.19 Access from the Gym to the Studio is not permitted via the Spa Treatment corridor. Members will be challenged by team members and reported to management for breach of contract.
- 8.20 Studio use is not permitted outside of class hours.

## **9. Behaviour Rules**

- 9.1 Formby Hall Golf Resort & Spa has an expectation that its members will conduct themselves appropriately and at no time should their behaviour negatively impact the enjoyment of another user.
- 9.2 Appropriate clothing and footwear must always be worn when using the facilities of the Leisure Club and Spa.
- 9.3 Showers must always be used before entering the pools and heat treatment areas.
- 9.4 Members must not:
- Abuse the equipment or facilities of the Leisure Club and Spa. Members will be responsible for the cost of repair or replacement for any negligent or deliberate damage to any of the Resort's property
  - Behave in a violent or rude way or in a manner that is likely to offend, distress or annoy other people. We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from the Leisure Club plus the Formby Hall Estate and to cancel your entire membership.
  - Smoke or vape inside any part of the Resort or bring alcoholic drinks, drugs or other mood-altering substances onto the premises
  - Use the facilities of the Leisure Club and Spa while under the influence of alcohol, drugs or other mood-altering substances
  - Make derogatory or defamatory remarks about Formby Hall Golf Resort & Spa, its staff or other members and guests
- 9.5 Formby Hall Golf Resort & Spa will not allow photography within the pool area, gym or studios unless express permission has been granted in advance.
- 9.6 Inflatables, snorkels, masks, fins, flippers or music played aloud through personal devices in the leisure club. You are not allowed to shave, exfoliate (remove dead skin), use oils, conditioners or eat in the pool, spa, steam room or sauna. You must at all times follow the pool, spa, sauna and steam-room rules and guidelines displayed in the Leisure club and any instructions a member of staff or manager gives you.
- 9.7 The management of Formby Hall Golf Resort & Spa reserve the right to refuse admission to a member and/or their guest or ask a member and/or guest to leave the resort if they reasonably believe that they are in breach of these Rules.

## **10. Disclaimer**

- 10.1 Formby Hall Golf Resort & Spa will compensate members for any loss or damage they may suffer if it fails to carry out its obligations under this agreement or to a reasonable standard.
- 10.2 Formby Hall Golf Resort & Spa is responsible for the breach of any duties placed upon it by law (Including if it causes death or personal injury through negligence), unless that failure is due to:
- The member's own fault including failure to pay attention to health and safety signs and staff instructions
  - Another person or company not connected with the services the Resort provides under this agreement
  - Events which neither the Resort nor its suppliers could have expected even if we had taken all reasonable care
- 10.3 Formby Hall Golf Resort & Spa is not insured for any loss, damage or theft of a member's personal property, or that of their guests, on the Resort's premises.

- 10.4 Members must fill in the Physical Activity Readiness Questionnaire (PARQ) when joining and before using the Leisure Club facilities.  
Formby Hall Golf Resort & Spa cannot be held responsible for any death, personal injury or illness suffered by a member arising from their decision to participate in any form of physical activity.
- 10.5 Formby Hall Golf Resort & Spa reserves the right to amend these Rules at any time, with such changes being notified by email and on the changing room notice boards. Individual notice to members will not be required to:
- Temporarily change or close certain facilities for reasons including, but not limited to, decoration, cleaning, essential repairs or maintenance of equipment
  - Special events
  - Refuse to book an appointment if the member repeatedly cancels them
  - Show new members and other visitors the Leisure Club and Spa
  - Dispose of any items of lost property that remain unclaimed for a period greater than 6 weeks.

**11. Feedback**

- 11.1 There are processes in place to allow members to give feedback to management on the service or facilities in the Leisure Club and Spa.  
Feedback forms are available from Leisure Club Reception.
- 11.2 Making derogatory or defamatory comments about Formby Hall Golf Resort & Spa, any of its workers, resort members, guests and visitors will constitute a breach of the Leisure Club Membership Rules and will be dealt with as deemed appropriate.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_