

# ANA Spa Terms and Conditions of Membership

## 1. Membership

- 1.1 "Annual Payment" this is an annual Membership where Membership fees are paid in full at the beginning of the contract term. A joining fee and an administration fee may be payable. Once paid you have 30 days and then the payment is non-refundable.
- 1.2 A "Flexi Direct Debit" this is a flexible membership, where membership is fixed for one month only. Membership fees are paid monthly by direct Debit. A joining fee and an administration fee will be payable and are nonnegotiable.
- 1.3 A "six-week membership" is a short-term membership lasting for a six-week period which at the end of the six-week period automatically converts into an "Flexible Direct Debit" membership and governed by these terms and conditions.
- 1.4 Membership can be terminated at the end of the sixth week provided that written notice of cancellation is received by no later than the end of the fourth week following commencement of membership.

Please also note that opening hours are subject to change, but we will display notice within any affected club at least one-month prior making the change.

(Club hours for bank holidays, Christmas and new year may vary, details are available on request).

## 2. Contract Term

- 2.1 For Annual Payment Memberships the contract term will be 12 months. To renew Your Annual Payment Membership, you must do so no later than 30 days prior to the expiry of your current membership term in accordance with the terms and conditions of this contract.
- 2.2 For the Flexible: Direct Debit Membership the contract term will be one month. Thereafter Membership will continue indefinitely on a monthly basis at the prevailing rate in accordance with the terms and conditions of this contract. Flexi Membership may be terminated by you giving a minimum of 30 days' notice in writing direct to the Leisure Club Manager or by emailing. Your cancellation will be acknowledged by an email or letter from the club advising of your final payment and date your membership expires. If handed into the Leisure Club Manager a receipt of cancellation must be requested. If no receipt is obtained the cancellation will be deemed 'not received'. Verbal/telephone cancellation is not accepted. Your notice period begins from the first of the month after we have received your written cancellation notice.

## 3. Membership Fees and other Charges

- 3.1 Immediately Upon becoming a Member, you will pay any applicable joining fees and administration fees as set out on the Application Form. These fees are non-refundable.
- 3.2 Different Memberships attract different Membership Fees which are payable by you. Please note, that we may withdraw or vary any Category. But we will write to you and display a notice within any affected Leisure membership at least one month before making the change.
- 3.3 Annual membership fees are due and payable at the commencement of each Membership Period.
- 3.4 In the direct debit run if you fall into arrears in respect of any fees payable (e.g. membership fees, joining fees or administration fees). We will automatically take any fees owed on next fee due. Without prejudice, we reserve the right to suspend membership until all arrears have been cleared and to refer the balance to a Debt Collection Agency to recover, were you will incur further charges. We will take legal action to recover the sum outstanding plus any costs incurred in pursuing the arrears.
- 3.5 Membership Fees may be increased at our discretion, but we will display a notice within any affected Leisure membership and/or write to you at least one month before making the change. Annual Membership is renewed annually where an increase will only apply at the time of renewal.
- 3.6 You will be issued with a personal Membership Card on joining the club. Your Membership Card must be used to swipe in or shown to a member of The Leisure Club staff, every time you visit the Leisure Club. In the event that you misplace or fail to return at the end of your Membership, a charge of £5.00 payable for a replacement card.

## 4. Member's Physical Condition

- 4.1 Our staff, other representatives and contractors are not medically trained and so they are not qualified to assess whether you are in good physical condition and/or that you can engage in exercise without detriment to your health, safety, comfort or Physical condition. If we see feasible we may ask you to provide a doctor's note this would be at your own expense.
- 4.2 It is your own responsibility to warrant and represent that both on the date of your application and throughout the continuance of your Membership, that you are in good health and know of no medical or other reason that you are not capable of engaging in any exercise of your choice and that such exercise will not be detrimental to your health, safety, comfort or physical condition.
- 4.3 We strongly recommend that you take expert medical advice before undertaking any exercise if you are in any doubt about your ability to engage in exercise.
- 4.4 We strongly recommend that you undergo an induction at The Leisure Club before using The Leisure Club facilities.
- 4.5 A Pre-activity Questionnaire ("PaQ") must be completed and will form part of the Application Form. A PaQ must be on a yearly basis at the minimum.
- 4.6 You will not use any of Our facilities whilst suffering from any infection or contagious illness, disease or other ailment (including but not limited to open cuts, abrasions, sores) where there is a risk however small, that such may be detrimental to the health, safety, comfort or physical condition of the other Members or guests or our employees, agents or sub-contractors.

## 5. Limitation of Liability

- 5.1 Neither Us, our employees, agents nor sub-contractors will be liable to you for:
- 5.2 Any loss, damage or theft of any property Brought onto any of our premises or our Car Parking facilities; or

- 5.3 Any death, personal injury or illness occurring on any of our premises (including that caused by use of facilities and/or equipment) unless caused by our employee, agent, sub-Contractors or our negligent act or omission;
- 5.4 You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting: levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you should consult one of our representatives before use.
- 5.5 Your use of all wet areas which are not supervised, is at your own risk and we do not accept responsibility for any harm or injury to you, unless caused by our employees, agents, sub-contractors or our negligent: act or omission.
- 5.6 The Leisure Club's hydrotherapy pool, gym, studio, sauna and steam room, spa treatment area may only be used by members over the age of 18 years old.
- 5.7 For security reasons and the benefit of other Members, all lockers must be vacated by the end of each visit. All lockers will be checked and emptied of any contents at the end of each day. Any contents removed from lockers will be kept for six weeks after removal. After the six weeks have elapsed, the contents will be disposed of.

## 6. Conduct

- 6.1 You should use the facilities and equipment in accordance with the advice given by any Leisure Club representative and/or notices suitably displayed. You will not abuse the facilities or equipment of Leisure Club and you will pay for any damage to our property where you wittily or negligently cause such damage.
- 6.2 Disorderly rude or offensive behavior towards any Leisure Club representative or other Members will result in the immediate termination of Your Membership. For the purpose of this clause, a single breach: will be regarded as "serious".
- 6.3 Running or jumping is not allowed in any wet areas.
- 6.4 Usage of the facilities is entirely at the Members discretion.

## 7. Termination by the Leisure Club

- 7.1 We may terminate Your Membership without notice if:
- 7.2 In Our reasonable opinion, continued membership is likely to be injurious to the Character or interests of The Leisure Club;
- 7.3 You have breached any terms and Conditions of this Contract; or
- 7.4 Membership fees or other charges payable under the Contract remain unpaid after the due date for payment.
- 7.5 you will forfeit all the privileges of Membership with immediate effect. At the date of termination any payments already made in respect of the initial contract period may be refunded at our discretion in proportion to the remaining term of your membership, after taking into account a 30-day notice period which will begin from the first of the month after which the termination occurred.
- 7.6 Appeals against any decision resulting termination Of Membership must be submitted in writing to the Hotel General Manager whose decision will be final and binding.

## 8. Cancellation

- 8.1 All Members without exception must give 30 days' written notice of cancellation; such notice to begin from the first of the month after written cancellation is received.
- 8.2 We are not obliged to refund any Membership Fees where you have not canceled Your direct debit instruction with your bank, and You have not given valid notice in accordance with Clause 3.

## 9. Miscellaneous

- 9.1 Adult Members are welcome to introduce up to 2 guest per day which is payable to the leisure club as a guest fee and must be booked in. All guests should complete a registration form at The Leisure Club reception and pay the applicable guest fee.
- 9.2 our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights, neither will any failure to identify or act upon Your breach of the terms of this Contract by You be deemed to be an affirmation by us that Your behavior is acceptable.
- 9.3 Written notices must be delivered by hand, sent by recorded delivery to us or emailed to [Chelsea.smith@hiwinchester.co.uk](mailto:Chelsea.smith@hiwinchester.co.uk) that are required to be given and must ask for receipt to prove the document has been received. All other notices required to be given by us will be placed in a prominent position within the Leisure Club.
- 9.4 Except as provided for at Clause 11.0 above, the provisions of the Contracts (Rights of third parties) Act 1999 are excluded from this contract so that no person other than you and us (including our employees, agents and sub-contractors) can rely on or benefit from this Contract.
- 9.5 We reserve the right to close certain areas or individual facilities in The Leisure Club for Your health & safety, repair, refurbishment, development or other reason from time to time at our discretion without compensation to you. We will provide you with notice of any planned closures and alternative use of hotel whenever possible. If in the event that the Leisure Club in its entirety is closed for more than 30 days, the membership will be frozen with no charge for that month.
- 9.6 We may make changes to these Terms & Conditions from time to time provided that we do not do so for any arbitrary or improper purpose. We will write to you and display a notice within The Leisure club at least one month prior to making any change and specify in the notice the date the change will take effect.
- 9.7 No written or oral representation by either party other than in accordance with Cause 9.0 will serve to modify or amend these Terms & conditions in any way.
- 9.8 This Contract is subject to English Law and the parties agree that the English Courts have exclusive jurisdiction to deal with any disputes arising in relation to it.
- 9.9 House rules form part of these Terms & Conditions and are available on request.