

# CHAMPNEYS EASTWELL HEALTH CLUB RULES

2021

All new members must complete a Health Screen Form attached to the application form before using the Club facilities.

## 1. INTRODUCTION AND DEFINITIONS

- a. In these Rules “the Company” means Champneys which provides the Club and its facilities for the benefit of the Members: “the Club” means the facility provided at the designated Champneys Resort. Member means a Club Member. “Directors” mean the Directors of the Company: “Rules” means the terms and conditions of membership set out below: “Application Form” means the Application Form completed by the Member to join the Club.
- b. It is a condition of membership that Members agree to pay the fees referred to in Rule (2) and agree to be bound by these Rules.
- c. Any person who does not comply with these Rules may be rejected from or denied access to a Club or may have their membership terminated by Champneys if the non-compliance is serious with no refund of the unexpired membership made.
- d. The club also has their own operational rules displayed in various parts of the Club, which you must also comply with.
- e. We reserve the right to make amendments to the rules, or individual Club operational rules, at any time. If we do this we will aim to give reasonable advance notice by placing the rules on the noticeboard and website.
- f. Application for membership or renewal of membership shall be determined by the Club whose decision will be final without giving reason thereafter.

## 2. MEMBERSHIP AND FEE

### Starting Your Membership

- a. Adult members must over the age of 18.
- b. In order to qualify for a joint membership one bank account can only be used to pay membership fees. Joint members’ responsibility to agree payment from one bank account.
- c. Your agreement starts from the start date set out on your membership application form. You cannot use the Club until you have signed your application form and set up your direct debit / paid annual fee.
- d. Members shall pay when applicable a non-refundable joining fee at the time of joining at the rate specified.
- e. Membership payments can only be made payable monthly in advance via direct debit from a UK bank account with a recurring transaction agreement or by prepayment of membership subscriptions for the following 12 months in a lump sum payment as per annual membership rate specified.

- f. The monthly subscription is taken on an agreed collection date each month as per membership sign up.
- g. Monthly statements will be sent out automatically by email on the 1<sup>st</sup> of each month or nearest working day. If you do not receive, please notify the Club Administrator.
- h. If any monthly charges incurred are not paid when they fall due, the Company reserves the right to temporarily refuse the member further purchases or access to the Club until such time as full payment has been made. If any monthly fees incurred are not paid within 30 days after they are due, the Club shall have the right to demand payment in full. If such amounts are not paid within 7 days after such demand, additional purchases will be temporarily refused and if such amounts are not paid for 7 days after this final demand membership will be terminated and the Club may pursue any rights it may have to recover the unpaid amount.
- i. Members must give notice to the Club of any change of postal or email address. Failing such notice, all communications shall be presumed to have been received within 5 days of the post-marked or receipt of email.
- j. Subject to clause m we will give you at least 14 days' notice, or less if it is not reasonably practicable to give 30 days' notice, in respect of any change to your membership conditions.
- k. We will give you at least 30 days' notice, of any proposed price increase of your membership. All membership fees are reviewed annually.
- l. In the event that a price increase is made to your membership terms and conditions, you shall be entitled to terminate your membership by providing one full calendar months' notice to us within fourteen days of receiving the notice of the price increase.
- m. To re-join the Club after a termination of membership, any unpaid subscriptions must be cleared, a new membership agreement completed and the prevailing admin fee of £15 will be charged per member.

#### MEMBERSHIP TYPES

- a. We offer various types of memberships which you can upgrade to at any given time and pay the extra fees which apply.
- b. We may at any time choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.
- c. Membership is non-transferable and non-refundable, unless there is written agreement to the contrary from Champneys.

### **3. MEMBERSHIP CARDS**

- a. As soon as possible after applying for membership, cards will be issued to all Members who must register and present/swipe a valid membership card upon entering the Club at the Champneys Reception. Failure to do so can result in termination of membership.
- b. The card is non-transferable and must not be lent or used by another person other than the Members themselves.

- c. All members are required to have their picture taken at the Champneys Reception Desk.
- d. The Club reserves the right to charge a fee for the replacement of lost membership cards currently £5.00.
- e. The Company reserves the right to retain any membership card if there has been a defaulted payment by the Member concerned.
- f. Signing in & Out - For health and safety reasons we require all members to sign in and out at the Champneys reception. We also require all members to sign in and out for locker wristbands. Lost wristbands will unfortunately result in a charge.

#### 4. **GUESTS**

- a. Members may bring guests to the Club on payment of the prevailing guest fee or through use of a valid guest pass. A minimum of 24 hours' notice is required and will be allowed at management discretion. Failure to book a guest in and present a guest pass on arrival will result in the current guest fee being charged or being turned away and denied access to the resort.
- b. All guests must be accompanied by an existing member for the whole duration of their visit.
- c. All guests are required to register at the Pavilion desk and complete an enquiry form and exercise waiver before using the facilities. Failure to book guest in and present a guest pass will result in the prevailing guest pass being charged or denied access to the resort.
- d. The minimum age of any member's guest is 16 subject to Management discretion. However, guests between the ages of 16-17 must be always supervised.
- e. Guest Passes are valid for the first 8 weeks in the first year of membership and for 12 months only in the years thereafter or as stated by the expiry date.
- f. The maximum number of inclusive guest passes you will receive on joining and on renewal is 3 a year dependant on membership type.
- g. Guest Passes are non-transferable. One Guest Pass allows for one guest only. Half Day Passes cannot be used.
- h. Guest Passes can only be used within your membership club times and only at your resort club.
- i. A maximum of two guests per member are permitted on any given day subject to management discretion.
- j. Any treatments or services taken by guests will be charged for accordingly and are required to be paid for prior to departure. If not they will be charged to the club members account.
- k. Members are responsible for ensuring that their guests are aware of, and adhere to, the Club rules.

- l. The Company reserves the right to refuse admission to any guest without explanation. Former members or persons who have applied for memberships but denied should not be introduced as a guest.
- a. Club Members can purchase guest passes within their membership times for the following fees: £55 between 10.00 am and 5.00 pm and £25 between 6.30-10.00am & between 5.00-9.00pm

## 5. USE OF FACILITIES AND SERVICES

- a. Champneys does not accept responsibility for facilities or equipment which cannot be used by members or guests due to unforeseen circumstances beyond the control of Champneys. This includes any mechanical breakdown which will be rectified as soon as possible.
- b. Club opening hours are fixed by the Company and are subject to change without prior notice. The Company may at any time close the Club's premises or any part thereof, without notice, in order to execute repairs, alterations, accommodate external events, re-decorations or otherwise, or to facilitate Club programmes and on certain holidays.
- c. Members are expected to vacate the pool, sauna, steam facilities before the advertised closing time to allow time to change and vacate the premises by the Club closing hours stated.
- d. Use of fitness areas and other Club facilities including outdoor classes is at the Member's or guest's own risk and under their own medical advice. We advise you should consult a Doctor before exercising. It is also your responsibility to advise staff if your medical status changes and may affect your ability to exercise safely. We advise that all members have a YOUnique PT Health Screen and request a gym induction before using any new or unfamiliar equipment. Please note the gym is unsupervised at various times of the day. If you are pregnant, have injuries and / or medical problems or have not used gym equipment before please contact a Fitness instructor prior to use. For health and safety reason please ensure you are wearing suitable exercise clothing and trainers when using the Gym.
- e. Only members of staff or a nominated third party may provide personal training services within the Club.
- f. Members are requested to arrive for appointments and studio classes in good time. You must also pre-book ALL classes/sessions in the gym, pool or studio to ensure your participation in them. Members will be charged for no shows or cancellation of classes that do not provide a reasonable time frame as per Club policy. The fee for classes shall be such the sum the Company may from time to time determine.
- g. An instructor may refuse entry, or may ask any Member to leave a class if they feel theirs, or another's safety or enjoyment is in jeopardy or if they arrive late for a class.
- h. It is the member's or guest's responsibility to ensure that they are capable of undergoing any activity within the Club. All activities and treatments are pursued at the Member's own risk.
- i. Whilst every effort has been made to ensure the accuracy of the class programme, the management reserves the right to cancel or re-schedule classes after publication and at short notice. The programme may be amended during public holidays. Members may not use the studios unsupervised without authorisation outside the class timetable.

- g. Outdoor Pool - The use of inflatables has been limited to afternoons between 2-6pm. Please ensure you respect the space for those wishing to swim.
- h. Outdoor Hot Tub - Children under the **age** of 16 years are not permitted to use the **hot tub**. This is because young **children can** overheat more quickly than adults. Your **child** should also be tall enough to stand in the centre of the **hot tub** and still keep their head above the water.
- i. Proper attire, as determined by the Company, must be worn in the Club. Members are requested to wear at all times appropriate clean footwear in the fitness areas and non-marking soled footwear on the exercise studios and no outdoor footwear poolside. Appropriate attire must be worn in the restaurant and/or members relaxation area. Footwear must be worn at all times.
- j. Members are requested to shower before entering the sauna, steam room and/or swimming pool. Shaving or exfoliating within the sauna or steam room is not allowed or the drying of towels and clothing or flammable materials such as newspapers and books brought into these areas.
- k. Robes are not included in membership. There is an additional fee of £200 a year for robe use.
- l. Pets are not allowed at the Club.
- m. Smoking is not permitted anywhere in the Club apart from the outside designated area.
- n. Only food purchased from the Club should be consumed within the Club and around the outdoor pool. Food and drink is not permitted within the indoor pool area or gym.
- o. No alcoholic beverages or drugs of any kind may be brought into the Club. Violation of this rule will result in immediate exclusion from the Club and may result in termination of membership.
- p. Members or guests shall not use the Club's facilities whilst under the influence of alcohol or drugs. In the event they do so, this is entirely at their own risk.
- q. Mobile phones should be placed on silent in the club.
- r. In the interest of safety, no glass container may be taken into any fitness areas, pool or changing areas.
- s. Be considerate to others; loud or abusive language will not be tolerated.
- t. Club property, including towels, toiletries, etc., is provided by the Club as a courtesy to its Members during Club usage only. Removal of Club property from the premises may result in the termination of membership privileges and legal action.
- u. Due to the popular demand appointments need to be made as soon as possible to avoid disappointment but at least 48 hours in advance. Member appointments for the Spa, and fitness services such as personal training that have been booked require 24 hours' notice when cancelling. Exceptions will be considered. If a Member fails to attend an appointment without providing such notice, the Club reserves the right to charge the full cost of the appointment.

- v. Members are required to leave workout areas clean and tidy. As a courtesy to other Members and for health and safety reasons, equipment needs to be replaced in the storage areas/racks provided and equipment must be wiped down after use.
- w. Cardio gym equipment must not be used for longer than 20 minutes during busy periods.
- x. You should seek instruction before using unfamiliar equipment or book a gym induction.
- y. No photography is permitted in any area of the Club (including that taken by mobile phone cameras).

## 6. **LOCKERS**

- a. Lockers may be available for use by Members and their guests whilst they are on the Club's premises, subject to availability.
- b. Members must ensure that the contents of the lockers are removed at the end of their visit and use only for the period of their time at the Club.
- c. The Club reserves the right to open lockers without the Member's permission or the Member being present. Property cleared from lockers, or left on the premises, shall be given to housekeeping and then donated to charity after 30 days.
- d. All bags must be kept in lockers and should not be taken into the fitness areas.
- e. Locker bands must be signed in and out at reception. Failure to return or hold a locker band will result in a fine. The Club reserves the right to charge a fee for the replacement of lost locker wristbands at currently £5.00.

## 7. **LIABILITY**

- a. Neither the Club nor the Company will accept liability for any damage or loss to a Member's or guest's personal property brought into the Club's premises.
- b. All activities and treatments are taken at the Member's or guest's own risk including participation of classes on line.
- c. Neither the Club, the Company nor their staff shall be liable for personal injury sustained by Members or their guests whilst on the Club's premises, grounds or online classes, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any staff.
- d. Members or guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager immediately following the accident or injury.

## 8. **MEMBER'S HEALTH AND SAFETY WARRANTY**

- a. Our health agreement (see end of document) outlines the commitments of both Champneys and our members. Please ensure you read. By becoming a member, you are agreeing to this agreement unless otherwise notified. Members and guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and notify a member of the fitness team immediately in order that

Member/guest notes and their programme can be updated or medical clearance obtained. If through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise and that he/she knows of no medical or other reason why he/she is not able to engage in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.

- b. The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members.
- c. Champneys Health Spas have done its best to put in place preventative measures to reduce the spread of COVID-19; however, Champneys cannot guarantee that you will not become infected with COVID-19. As a member you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending Champneys and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at Champneys may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Champneys employees and programme participants. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your attendance at Champneys (“Claims”).
- d. We recommend that before using the Club, Members familiarise themselves with the fire exits and emergency routes in case of evacuation. Please note that employees are NOT required to “seek and search” the building, therefore it is the responsibility of each individual to follow the relevant instructions.

## 9. DATA PROTECTION

- a. It is necessary for the purpose of providing Members with advice and support in relation to our facilities to hold certain data concerning the Member’s identify, contact details and general health on our files. By signing the application form you are expressly consenting to the Club having authority to keep this data for the duration of your membership to the Club and for up to two years afterwards (or, if membership is refused for any reason, for a period of two years from the date you complete this form) to assist us in providing you with the best possible service.
- b. By signing the application form you will be indicating your consent to receiving emails. For the avoidance of doubt, you are not affecting any of your rights under the Data Protection Act 1998.

## 10. CAR PARKING

No unauthorised car parking is permitted on Club premises. Cars must be parked properly in designated spaces or they will be clamped and a fee may be charged (where applicable).

## 11. CANCELLATION AND SUSPENSION OF MEMBERSHIP

### A) Suspension/Freezing

#### General

- I. Members may apply to have their membership frozen. Request for freezing must be made in writing to the Club Manager giving one months' notice subject to management discretion.
- II. No suspension of membership for holidays or work commitments during the first year of Membership.
- III. Suspensions will be allowed for serious illness, serious injury, pregnancy or redundancy, providing suitable evidence is given eg a Doctor's note. Minimum suspension in these cases will be 1 month and maximum is 3 months. No charge will be made.
- IV. For membership suspension due to working away from home or for extended holiday or additional reasons we allow a minimum of 1 month up to a maximum of 3 months per year, subject to Management discretion after year 1. There is a £15 administration fee for each freeze period requested per member.
- V. Suspensions reasons cannot be back dated; these must be informed in writing prior to the suspension.
- VI. Should you wish to extend a current freeze this must also be put in writing, verbal instructions cannot be accepted. You will also need to let us know when you plan for your membership to start again.
- VII. Request for freezing shall be at the sole discretion of the Club.
- VIII. If we increase our membership prices during the period when your membership is frozen you will have to pay any new prices that apply to your membership type when your membership starts again.
- IX. You will not be able to use any of the facilities whilst your membership has been suspended. If we do find you are using the facilities your membership will automatically restart and you must pay any appropriate membership fees that are due for the period while your membership was suspended.

#### Annual Payers

- I. All of the above rules apply for annual subscriptions however your membership will be extended for the requested freeze period and renewal date amended accordingly. No credit will be applied.



## **B) CANCELLATION**

### GENERAL

- I. Requests for cancellation must be made in writing/email to the Club Administrator with at least 4 weeks' notice. The club administrator will then confirm your leaving date. If you are on a 3-year Direct Debit or paid in full agreement (excluding the 100 Club) you may be required to request for cancellation in writing/email to **Debit Finance Collections Plc. Please check your contract terms.**
- II. Verbal instructions to amend or cancel a membership cannot be accepted without the appropriate written and signed form.
- III. Cancellation of your direct debit instruction is not accepted as a request to terminate your membership.
- IV. Membership is non-refundable and non-transferable. Exception: Platinum membership is transferable.
- V. The Company shall have the right to suspend or withdraw Club privileges or membership from any Member who, in their opinion, has abused privileges or conducted himself or herself in a manner deemed detrimental to the Club staff or its Members. Such exclusion or suspension shall become effective immediately and no reimbursement will be issued to such Member. There will be no refund of the joining fee.

## **C) LIMITED RIGHT TO CANCEL FOR THOSE MEMBERSHIPS THAT REQUIRE 'PAYMENT IN FULL'**

During the contract period of 12 months or more you may cancel the contract only for the following reasons that prevent you from using the club facilities:

- I. Suffering from a medical condition (this does not include pregnancy, but does include a medical condition that arises during pregnancy); An appropriate medical practitioner must provide written evidence that this is so.
  - II. Loss of your employment or you are declared insolvent; You must produce documentary evidence to support this.
  - III. You are being relocated in your employment to a location which is more than 10 miles from a Champneys club; We shall require evidence that such a move has taken place.
  - IV. You are moving home to a location which is more than 10 miles from a Champneys club; We shall require evidence that such a move has taken place.
  - V. We are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use your club's facilities or to continue being a member.
- I. Platinum members are required to transfer their membership if they wish to cancel if they wish to avoid the following cancellation terms.

## PAYMENT FOR EARLY CANCELLATION

### Annual Payers & 3 or 4 Year Contracts

If any of these exceptional circumstances apply, we shall be entitled to request reasonable evidence to provide sufficient proof of the exceptional circumstance. The decision as to whether the membership can be cancelled shall remain in our absolute discretion.

- a. If you do cancel due to reasons set out in 11 C) I-V, unused membership fees will be given by way of Gift Card and valid for 24 months from issue. The Gift Card can be used towards Champneys Products, Days & Stays.
- b. If you cancel your membership before your membership expires for any reason other than in the circumstances set out in 11 C) I-V, we shall be entitled to keep the remaining unused annual fees.
- c. Please note you will not be able to re-join on any promotional offer within a 12-month period from the date of cancellation.

## PAYMENT FOR EARLY CANCELLATION

### DD Payers on a Three-Year Agreement

If you cancel your subscription during the minimum contracted period, other than in the circumstances set out above, we shall be entitled to a termination payment (a "Termination Payment").

The Termination Payment will be the sum of:

1. The arrears, if any
2. Any accumulated late payment charges or other charges referred to below that have been or will be incurred.
3. The monthly subscriptions that would otherwise have fallen due before the end of the minimum contracted period.

You will be given credit for early payment and this will be a discount allowed against the total you have to pay. For details of how the discount is calculated please contact DFC who are acting on behalf of Champneys for financial collection.

**If you have selected a contract term which is greater than 12 months using Direct Debit payments,** you may cancel your contract after 12 months with 30 days written notice but must pay the balance between the highest monthly membership option at the time of cancellation less the amount that you had already paid on the longer-term contract. For example, let's say you chose a 36-month promotional price option at £20 per month rather than the Clubs month by month price of £30 per month and then decided to cancel at month 17, you would be required to pay the difference between 18 months x £30 month (£540) less the 17 months at £20 per month (£340) that you had paid. Thus £540 less £340 would mean that there would be a £200 balance to pay.

**Giving Notice To Cancel.** DFC (The Collecting Agent) will continue to collect your monthly subscription after the minimum contract period. Should you not wish to continue subscribing after the minimum period you must give notice to cancel the contract in the month before the final payment of the minimum period. If you wish to cancel the contract at any time after the minimum contract period you must give one month's notice. The notice should be in writing or by email and sent to the service provider for Debit Finance Collection Plc.

**Collecting Your Monthly Subscriptions.** Debit Finance Collection Plc ("DFC") is our agent for the collection of your monthly subscription. DFC will collect your subscription monthly in advance, on our behalf by direct debit.

12. **CCTV**

- a. Closed circuit cameras operate throughout the Club except in the changing areas. Any unlawful activity within the Club may be reviewed for possible legal action.

13. **STANDARD FEEDBACK PROCEDURE**

- a. For all feedback relating to the facilities please contact the Club Manager. For all complaints regarding your account/statement please contact the Club Manager Please ensure that all contact details are detailed on the form/email in order that a member of the management team can contact you accordingly to discuss. Should a member or guest wish to discuss any issue in person they can also request to speak to the Manager on duty who can be contacted at the Champneys Reception Desk. It is our aim that we respond within 48 hours of receiving a comment or complaint.

14. **GENERAL**

- a. The Company may assign the benefit of the Membership Agreement to a third party at any time without notice to the Member.
- b. A person who is not party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement.
- c. The Company may communicate with the Members via electronic mail (“email”) and/or by SMS. By providing an email address or mobile telephone number to the Company, the Member consents to receiving and/or SMS communications from the Company, including notices pursuant to these terms and conditions. The Member also accepts that email and/or SMS may not be a secure and confidential means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email and/or SMS.

## HEALTH AGREEMENT

This agreement sets out the basis for how we will work together, to ensure we have the best relationship built on mutual respect and trust. This will enable us to operate and you to enjoy all of the facilities at our spas.

### What we expect from you

Your Health and wellbeing is our paramount concern:

**Health** - We feel that you are the best person to be in control of your health. We ask that you seek professional medical advice about any conditions or concerns you have and act on this advice, even if it means not undertaking exercise, a treatment or class which you would like to do.

**Wellbeing** - That you let us know if you feel unwell for any reason whilst on our premises so we can help.

**Knowledge** - That you read and take on board any instructions information or notifications about use of equipment or the contraindications for specific treatments

### What you can expect from us.

**Facilities** -You are free to use any of our facilities or have any of our treatments that you know you are comfortable with.

**Maintenance** - We will maintain our equipment and facilities in line with industry standards

**Team Members** - Qualified and competent staff are able to help you achieve your goals and advise you on how to exercise safely.

Our therapists will be qualified in line with industry standards and recognised professional bodies