



# Terms of Membership

## **Parties**

1. The Club at the Langstone Quays shall be operated as a propriety club run by LQ Management at the location indicated overleaf. The club will be administered by 3D Leisure or by another nominated person. The owner shall solely determine the facilities of the club; any amendment or replacement shall be at the owner's discretion. The membership agreement (in which are incorporated these terms and conditions) is made between 3d Leisure Ltd in conjunction with LQ Management and the individual applicants named overleaf.

## **Acceptance as a Member**

1. We have an absolute discretion over whether to enter into this agreement and to accept your application for membership of the Club. If your application of membership is accepted, membership of the Club will start from the date stated on the front of this form. On acceptance, you will be issued with a membership card personal to you and you will be entitled to all the rights and privileges exercisable by the class of membership into which you have been accepted. Entry into the Club is gained on presentation of a valid membership card.

## **Membership**

1. You must be of least 16 years of age to be a member of the Club, save as provided in clauses 4-6 below and contracts will be issued to members over the age of 18.
2. All memberships are based on a single subscription basis and memberships cannot be shared with other parties
3. As a member you agree to comply with the rules of membership which are displayed within the Club and relate to opening hours, use of the facilities and your conduct. We may make reasonable changes to these rules at any time provided we give you advance notice of the changes.
4. Junior membership, where applicable, shall be available to Member's children who are under the age of 16. Junior members shall be subject to the rules relating to individual members. Junior members may use the facilities at subscribed times, which are highlighted in the Club rules, and must remain under direct parent/guardian supervision at all times unless involved with organized children's activities. There must be at least one adult for every two children aged between 0-15 years old.
5. Academic memberships are available for those in full time education with a valid student ID. Please contact the club manager for more information.
6. All children aged 4 or under may use the facilities free of charge in conjunction with the terms and conditions set out in this agreement.
7. All membership types allow access to all facilities and services, this includes all classes.
8. Membership cards are only for the use of the paying member and are not transferable under any circumstances. If membership card is lost, a replacement card can be purchased at club reception for a fee of £3.00

### **Membership Fees**

1. All direct debits will be taken automatically from your account on the 12<sup>th</sup> day of the month, although this may alter slightly depending on public holidays.
- 2) Membership fees may increase over the period of your membership. A minimum two weeks' notice will be provided in writing from the Club prior to this happening.
- 3) If any part of the monthly subscription remains unpaid after the due date for payment, all money owing's will become due for payment immediately. Any outstanding payments may result in access to the facilities being denied until paid in full.

- 4 All members will pay a subscription beginning when the member is accepted for membership and shall be payable either annually in advance or by monthly payments in which case it will be debited from the members bank account by monthly direct debit, all membership types are committed to a 12-month contract period from the first direct debit pay date. You may cancel within the first month's pro rata that you pay when you start your membership if needed, thereafter, your contract will start.

5- Renewal of memberships is due after completion of the initial 12-month period and subsequent 12-month periods thereafter. Members are given the option to either renew their existing membership with the Terms and Conditions set out above prevailing for further 12-month periods, change to a different membership tariff for which a new initial contract period will apply, or pay their membership fee in one annual lump sum. Where members choose to renew their existing membership, members will have the ability to cancel their membership in accordance with the cancellation clauses set out in these Terms and Conditions. Please note that the continuance of monthly payments to Club Life- Paten and Co will constitute the renewal of the membership at the prevailing rate in accordance with these Terms and Conditions.

### **Cancellation of Membership**

1. 3d Leisure or LQ Management Company may cancel the membership of any member in the event that they commit a serious breach of the membership agreement or the Club rules. Any refunds owed will be at the absolute discretion of the management.
2. Annual and monthly memberships are subject to a 12-month contract and may only be cancelled at the end of this period. Exceptions will be made on 'medical grounds' and in 'exceptional circumstances. This will be addressed on an individual basis at the Managers discretion.

### **Suspension of Membership**

1. Memberships may be suspended for medical reasons only. Suspension duration must be stated in calendar months e.g., 'please suspend for 2 months'
2. In the event of one of the above happening you will need to instruct the Club Manager of your intention to do so in writing giving 30 days' notice.
3. Members paying by direct debit will not need to cancel their direct debit as payment can be frozen within the club.

### **Hours of Opening**

1. The Club's normal hours of operation can be obtained from the management and are advertised with in the Club. Such hours may be lengthened or shortened at the entire discretion of the management with or without prior notice to members being given. Whenever possible reasonable notice of such changes will be given.

### **General**

1. It may happen that, through circumstances beyond our control, we will be unable to provide our full range of services. We will do all we can to restore our services to normal as soon as possible. Members will still be liable for membership subscriptions during this period, this is to include reasons of refurbishment when the club may close for a specified time for the safety of users in order to complete such works.
2. In the event of any default of the member, the 3d Leisure or LQ Management Group may disclose personal particulars contained in the membership agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
3. Glass and crockery objects are not permitted on pool side or any wet area under any circumstances. The use of snorkeling masks is also forbidden.
4. Entry will be refused to anyone under the influence of drugs or alcohol.
5. No animals are permitted inside the Club other than Guide dogs.
6. Members may bring guests with them to use the club facilities. Any guest users will need to pay the appropriate guest fee. Members may be accompanied by a maximum of three guests at any one time, unless prior arrangements have been made with the Club Manager.
7. Only adult members are permitted to sign in guests.
8. The Club reserves the right to refuse admission to any guest.
9. Members must accept responsibility for their guests and ensure that they abide to the terms of membership. Members must be with their guests at all times.
10. Any behavior involving other users, staff and hotel staff deemed inappropriate by the club or hotel management may be classed as a serious breach of this agreement and may result in the cancellation of your membership. This would include but is not limited to violent or aggressive behavior, misuse of equipment, unauthorized access and theft.

### **CLUB RULES OF ENGAGEMENT**

- THE CLUB WILL NOT BE LIABLE FOR ANY INJURY TO, OR DEATH OF ANY PERSON (NOT CAUSED BY ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES) OR LOSS OF OR DAMAGE TO PROPERTY CAUSED IN ANY WAY IN CONNECTION WITH THE EXISTENCE, CONDITION OR USE OF THE STEAM ROOM, SAUNAS, SWIMMING AND SPA POOL BY GUESTS OR OTHER PERSONS, INCLUDING CHILDREN
- CHILDREN UNDER 16 MAY NOT USE THE SPA, SAUNAS, STEAM ROOM OR GYM AREA
- ALL CHILDREN UNDER 16 MUST BE SUPERVISED BY AN ADULT WHEN IN THE POOL AREA AND CLUBLIFE AND THEIR EMPLOYEES CANNOT BE HELD RESPONSIBLE FOR THEIR SAFETY UNDER ANY CIRCUMSTANCES
- THE DEPTH OF THE POOL VARIES- PLEASE OBSERVE THE DEPTH MARKERS
- THE POOL IS MONITORED AND POLICED WITH A MAXIMUM BATHER LOAD IN OPERATION
- THE DEPTH OF THE SPA IS 1.2 METRES

- IN AN EMERGENCY, PLEASE CONTACT THE NEAREST MEMBER OF STAFF AND OR USE THE POOLSIDE ALARMS LOCATED EITHER SIDE OF THE POOL OR WITHIN THE POOLSIDE, SAUNA OR STEAM ROOM
- FOR EVERYONES SAFETY AND ENJOYMENT PLEASE DO NOT DIVE OR JUMP INTO THE POOL AREA OR RUN AROUND THE POOL AREA
- REMOVE ALL JEWELLERY BEFORE ENTERING THE POOL, IT MAY BECOME TARNISHED DUE TO THE CHEMICAL AND METAL REACTION, CLUBLIFE EXCEPT NO RESPONSIBILITY SHOULD YOU FAIL TO ADHERE THIS WARNING
- PLEASE BE AWARE THAT THE SWIMMING POOL AREA IS NOT SUPERVISED
- PLEASE ENSURE THAT SUITABLE AND CORRECT POOL ATTIRE IS WORN, COSTUMES THAT ARE NOT MARKED AS CHLORINE RESISTANT MAY BECOME DISCOLOURED OR BLEACHED, CLUBLIFE EXCEPT NO RESPONSIBILITY SHOULD THIS WARNING NOT BE ADHERED TO
- PLEASE ENSURE YOU READ THE ABOVE AS WELL AS THE PERSONAL HEALTH STATEMENT, BY SIGNING IN TO GAIN ACCESS TO THE CLUB, YOU AGREE TO THE ABOVE AND ITS RESPONSIBILITIES AS WELL AS THOSE OUTLINED IN THE PERSONAL HEALTH STATEMENT
- THE CLUB DOES NOT ACCEPT LIABILITY FOR LOSS OR DAMAGE OF BELONGINGS LEFT WITHIN THE FACILITY, POSSESSIONS AND BELONGINGS ARE LEFT AT THE OWNERS OWN RISK

### **Data Protection Act**

1. We take the privacy of our members very seriously. If you have any requests concerning your personal information or any queries in regards to our processing please contact the Club Manager. The statements below explain how we use your personal information.
  - i. Information collected: We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition.
  - ii. Use of your information: We use your personal information for the purposes of providing and personalizing our membership services and may contact you from time to time informing you of related services or products. If you do not wish to receive such information you should instruct the Club Manager accordingly, in writing. We may also contact you if you have not recently attended the facilities to offer encouragement or seek information for the reasons for your recent absence. Again, if you do not wish to be contacted in this way, please instruct the Club Manger in writing.