

## Miskin Manor Health Club - Terms and Conditions of Membership

### **Background**

1. These Terms and Conditions apply to membership of the Health Club and the use of the services and equipment within the Health Club at Miskin Manor Hotel (being a trading style of Miskin Manor Limited) whose registered office is Kilsby Williams, Cedar House, Hazel Drive, Newport, NP10 8FY, being registered in England and Wales (no. 14093521) ("the Health Club").
2. The following conditions of membership are set out to ensure the smooth running of the Health Club for the benefit of all members, and you are requested to ensure that they are all observed. If you do not understand any of them, we suggest that you speak to the Health Club Manager. These conditions may be altered at any time by the proprietors; any such alterations will be displayed in the club.

### **Membership**

3. You will become a member only if, and when, we accept your application and you have paid the appropriate membership fee due and entered into a direct debit arrangement, if you are paying fees monthly.
4. Upon acceptance of your application and, having entered into an arrangement for payment of the membership fees, there will be a contract between you and the Health Club on these terms and conditions. This is subject to a minimum term of 12 months. Our decision whether or not to accept your application is at our absolute discretion.

### **Membership fees, Charges & Payment Methods**

5. The following membership options are available and are subject to a minimum period of 12 months:-
  - a) Full membership
  - b) Bluelight/Student
  - c) Joint full membership
  - d) Swimming only
  - e) Children between the ages of 6-11
  - f) Children between the ages of 12-17

Full details of each membership scheme can be discussed with you by a member of the team. Fees can also be discussed with you by a member of the team and details of current membership fees are also available in the Health Club's reception. The Health Club reserves the right to increase the fees each year, having provided members with 3 months' notice. Details of any increase will be displayed in the Health Club reception.

6. Entry fobs can be supplied for those over 16 years of age at a cost of £10.00. Replacement fobs will also be charged at £10.00.
7. Membership fees can be paid as a one-off annual payment (covering 12 months) by cash or credit/debit card or alternatively members can opt to pay membership fees on a monthly basis, by way of our Direct Pay scheme. If you opt to pay by way of Direct Pay, a secure link will be sent to you via email or text to enable you to provide your bank details to us, at which stage the monthly payments will commence, being the date your membership begins and payments will then be taken on the same day each month. Your first monthly payment will include the £10 entry fob cost as set out at clause 6.
8. For members that joined the Health Club prior to January 2022, and who pay their membership fees by way of direct debit, they will be moved over to the Direct Pay scheme but their monthly payments will continue to be taken on the 15<sup>th</sup> day of each month and cover membership fees until the 14<sup>th</sup> day of the following month.
9. If you wish to cancel your payments under the Direct Pay scheme, you will need to contact us direct as payments can only be cancelled or suspended by a member of our team and will be subject to our terms of cancellation or suspension.

10. Any payments made at the time of joining are non-refundable.
11. Certain facilities at the Health Club are subject to current tariff charges, which are in addition to membership fees. A list of the current tariff charges is available from the club reception. These charges are subject to amendment at any time.
12. Your membership is not transferrable.
13. If you opt to pay for your membership via monthly direct payments, your membership will automatically renew/continue beyond the initial 12 month period. Your membership will continue until you serve notice you wish the membership to end, subject to the terms of cancellation below. If you opt to pay for your membership by one annual payment, your membership will cease at the end of the appropriate annual period unless you contact us to confirm you wish your membership to continue and arrangements are made to pay the appropriate fee.
14. If a payment under the Direct Pay scheme is returned by your bank, your entry fob will be disabled until payment is made to get your account back up to date. If your fees remain overdue for more than 4 weeks, or your payment is returned unpaid on more than one occasion, then we reserve the right to revoke your membership. Where payments are returned, any outstanding fees should be paid at the Health Club's reception.
15. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

### **Membership Fobs**

16. We will supply you with a membership entry fob (for over 16s only, as those members under the age of 16 will be required to sign in) which you must use each time you enter the club or use the facilities. The fob is personal to you and may not be used by anyone else. Allowing other people to use your fob is a serious breach and we reserve the right to terminate your membership without refunding membership fees if you allow any other person to use this.

### **Facilities**

17. You are entitled to use the facilities available under the relevant category of membership, according to the conditions of membership. We reserve the right to add to or change facilities, or to withdraw all or part of any facilities for any periods where we need them for tournaments, exhibitions or other activities or in connection with any repair, alteration or maintenance work. The opening and closing times for the facilities at the Health Club, may be altered at any time. These times are displayed at the Health Club reception.

### **Suspending your Membership**

18. You can ask us to suspend your membership, in which case any such suspension will be at our discretion. We would normally only consider suspending your membership for reasons of:
  - Medical necessity
  - Your Redundancy
  - Movement to another part of the country by your employer
19. The minimum period of suspension is one month. Any applications for suspension of membership from the Health Club should be made in writing to the manager.

### **Behaviour**

20. We reserve the right to refuse any person entry to the Health Club if we think their behavior or appearance is

unsuitable. You must show consideration for other people in the club. Rude or abusive language or the threat or use of violence is a serious breach and will not be tolerated and will result in termination of your membership.

21. You must obey notices and signs on display in the club. You should also read any information on the club notice boards and make sure that you and your children and any junior members are responsible for keeping to the terms and conditions of membership within this agreement and on these notices and signs while at the club.
22. We have clearly marked the Fire Exits. If there is a fire, you and your guests should calmly make your way to the nearest available exit.
23. You, your guests and visitors are requested to wear appropriate dress depending on the time of the day and place.
24. For your safety and hygiene reasons we do not allow crockery or glasses in the changing rooms, gym, aerobic or swimming areas. We do not allow pets (with the exception of guide dogs) and have a strict no smoking in the club. We do not allow guide dogs in the pool area.

### **Cancelling your Membership**

25. We reserve the right to cancel or suspend your membership if you break the membership terms or conditions or you have not paid any amounts due to us. If we suspend or cancel your membership, we will not refund any fees paid at the time of joining or membership fees.
26. If we believe your behavior is likely to put other people in danger or in fear of being in danger or likely to affect the welfare or safety of other members or harmony at the club or adversely affect our reputation we may suspend or cancel your membership, without refunding any fees paid at the time of joining or membership fees. You will not be allowed to enter the club if we have suspended or cancelled your membership.
27. If you pay for your membership annually, you may cancel your membership at any time (this does not include your initial 12-month period of membership, see clauses 4 and 5) by giving 12 weeks written notice to the manager of the Health Club.
28. If you pay for your membership by way of monthly payments, you may cancel your membership at any time (this does not include your initial 12-month period of membership, see clauses 4 and 5) by giving 4 weeks written notice to the manager of the Health Club.
29. You must continue paying your membership fees in full during any applicable notice period.

### **Complaints**

30. If you or your guests have any complaints, please contact the Manager of the Health Club who can be contacted via email at [HCmanager@miskin-manor.co.uk](mailto:HCmanager@miskin-manor.co.uk). Alternatively, please call the Health Club on 01443 2204204 or write to us at Miskin Manor Limited, Kilsby Williams, Cedar House, Hazel Drive, Newport, NP10 8FY. You may also speak to one of our members of staff at the Health Club.

### **Guests**

31. You are responsible for making sure that your guests are aware of, and adhere to, our terms and conditions of membership. A guest fee of £10 per guest is payable at reception. Guests will not be permitted to enter the Health Club unless they are attending with a paying member.
32. Children (0-17):  
Children under 16 must be supervised at all times whilst at the club by someone who is over 18, unless the child is attending an organised club activity. Children under the age of 16 cannot use the steam room, spa and sauna. Children under the age of 14 may use the swimming pool only if accompanied and directly supervised by an adult. Children under the age of 16 may not use the gym facilities. You are responsible for the behavior and actions of your children at all times while they are at the club or using the facilities.

## **Lockers**

33. Lockers are available in the ladies and gents changing rooms and outside the gym. Keys are available at the club reception desk. All keys must be returned prior to leaving the club, if the key is not returned or is lost a fee will be charged to cover the cost of a replacement lock and key. We can remove the contents from any locker used overnight. We will not be responsible for any contents we remove from the locker.

## **Liability**

34. Our liability for damage or loss to your property or your guest's property is strictly limited to any loss or damage suffered as a result of our negligence. With this exception we will not accept liability for the safety of you or your guests personal property brought onto the club premises. Any property you store within the lockers is stored at your own risk.
35. Vehicles parked in the car-parks at the club or elsewhere at the club/hotel, and all the contents in them, are your responsibility. We will not accept liability for any loss or damage (however caused) to them. You are only permitted to use the car parks while on the premises.
36. We cannot accept any liability for any accident or injury to any member, child or guest that may happen on the premises or within the grounds of the club. We do not however exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to use of the Health Club.
37. If you (or your child or guests) suffer an accident or injury on premises, you must report the accident or injury, and the circumstances under which it happened, to the duty manager immediately following the accident or injury, for entry into the accident book.
38. You should not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during physical activity. We will not be responsible for any injury you suffer as a result of taking part in any activity, unless it is caused by our negligence.

## **Physical Activity**

39. If you are a new member, we recommend that you make an appointment with the fitness instructor, so that a fitness assessment can be carried out and a safe exercise programme made. If you do not have an induction or fitness assessment with an instructor, you exercise at your own risk. Please book appointments 5 days in advance where possible.
40. You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately:
  - a) Stop the activity, and
  - b) Tell a health and fitness instructor or any other member of staff at the club.
41. We will give you a specific exercise programme based on the information you have given in reply to an exercise and health questionnaire supplied at the time of the fitness assessment. You must immediately notify the club in writing of any change, which may affect your fitness assessment. In certain circumstances an instructor may need additional medical information from your doctor, so they can work out a correct and safe exercise programme. If this is the case we advise you to get this further medical information, but you will be liable for any costs involved.

## **Swimming Pool**

42. We can reserve the pool at certain times for adults only, swimming lessons or children's parties. We will display details of these times on our notice boards.
43. You and your guests will use the swimming pool area at your own risk. Children under the age of 16 must be accompanied and directly supervised in the pool and pool area by an adult (anyone over the age of 18 or a nanny).

44. For health and hygiene reasons you must shower before entry to the pool, showers are provided poolside. We do not allow flippers, snorkels, radios or anything that may affect other users of the pool.

### **Class Bookings**

45. All classes are on a first come first served basis, to avoid disappointment or rejection please book in advance as there are limited spaces available for some of the classes. All class participants must pay before the class and then will be issued with a ticket, participants without a ticket will not be allowed to attend.
46. You must give 24 hours' notice if you wish to cancel a class booking by calling 01443 803957 (lines are open Mon-Fri 6am-8pm or Sat/Sun 8am-6pm) or cancelling via the booking website. The use of social media/Whatsapp groups etc will not be an acceptable form of cancellation. Failure to give 24 hours' notice will result in a £5 charge being made to your membership and no refund will be available. Only in exceptional circumstances can classes be cancelled without prior notice.

### **Events outside our control**

47. The Health Club shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances your membership shall be extended by a period equivalent to the period during which performance of the obligation has been delayed.
48. The Health Club reserves the right to offer alternative services as a replacement to those expected under your membership agreement where events outside their control mean they are unable to provide the expected facilities/services.

### **How we may use your Personal Information**

49. How we will use your personal information. We will only use your personal information as set out in our Privacy Policy, which is available on Miskin Manor Hotel and Health Club's website.

### **Severance**

50. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Law and Jurisdiction**

51. These terms are governed by English law and you can bring legal proceedings in respect of this agreement in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of this agreement in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the agreement in either the Northern Irish or the English courts.