

# **ESPRIT FITNESS & SPA TERMS & CONDITIONS**

The following information has been produced to ensure that all Members are assured of a comfortable and enjoyable experience on every visit to Esprit.

## **1. Membership Definitions**

- a) Membership fee: A fee payable by all Members on a pre-paid basis for the 2 month period
- b) Tariff charge: A fee payable for the use of the Club facilities.

## **2. Joining the Membership Fees**

Joining and Membership fees shall be fixed by the Club and may be altered at any time. Members will be notified (by way of the members' notice board in the Club) of any changes in the fees prior to the date of the alteration.

- a) All membership applications must be on the forms provided by the Club and Applicants may be subject to an interview at the discretion of the Club.
- B) The Club reserves the right to reject an application for membership, or refuse admission, without ascribing any reason for doing so. The Club reserves the right to revoke or refuse a membership within reason. The Club reserves the right to terminate a membership without reimbursement if a member fails to notify the Club of any relevant medical conditions.
- C) On acceptance of an application, a Member will be provided with a membership card that will remain the property of the Club, and upon termination of membership the card is returnable to the Club.
- D) Membership fees are payable in advance or as altered by the Club.
- E) Members will be required to join for a minimum period of two months and to pay two monthly in advance.
- F) Membership fees are non refundable under any circumstances.
- G) Any payment failure by the due date will result in an administration charge being levied.
- H) The prepaid membership is non -refundable, irrespective of whether the member uses the facilities.
- I) Membership fees are subject to period increases which are normally annual.

## **3. Membership Transferability**

Memberships are strictly non- transferable between individuals.

## **4. Membership Cards**

Members must carry their cards when visiting the Club and show them to the Club reception or members of Club Management on arrival and when asked to do so. The club reserves the right to refuse entrance to the facility without a membership card. The loss of a card must be reported immediately to the Club reception and an administration fee of £15 per replacement card may be charged. Any misuse of membership cards will result in an immediate cancellation of a membership without refund of any subscriptions already paid.

## **5. Change of Membership Category**

Joint Members are required to become individual Members in the event of the main Member terminating their membership. Additional fees will be due when changing a membership from a "Partner" rate into an "Individual" rate.

## **6. Membership Suspension**

Members may not apply for a temporary suspension of their membership. Requests for retrospective suspension of membership will not be considered.

## **7. Termination of Membership**

The club reserves the right to refuse admission and/or to expel or suspend any member forthwith if any member shall, in the opinion of the Club, cause annoyance to other Club Members or Guests; and for any breach of the Club rules or misuse of the Club facilities, or for any other reason that the Club may deem appropriate.

Notification of a time and place and of the alleged breach of the rules will be given to the Member in question and the time and place where he or she can offer an explanation to the Club Manager, who shall have the authority to expel the Member if he or she decides that the Member has breached the club rules in the manner alleged.

## **8. Children**

Children and young adults may only use the facilities during the published usage times.

Children under the age of 15 may only use the Club provided they are accompanied by an adult at all times and it is the responsibility of the adult to supervise them at all times. Children aged 3 to 15 years are not permitted to use any fitness/aerobic facilities at any time unless part of a supervised Club activity.

Children under the age of 3 are not permitted in the facilities.

The Club at all times reserves the right to refuse and /or eject children in case of inappropriate behavior or conduct

## **9. Opening Hours**

The Club will open from 6:30- 22:00 Mon-Fri, 07:00- 22:00 Sat, Sun & Public Holidays.

Members can sign in up to 1 hour prior to the facility closing time and must vacate the pool, steam and sauna rooms and fitness area 15 minutes prior to closing time to allow time for showering and dressing. Off Peak members will be required to enter the Club no later than 1 hour prior to the expiry of the Off Peak times [ 09.30 –16.30 Monday to Friday and 07.00 – 10.00 Saturday and Sunday]. The Club reserves the right to change availability of facilities or opening hours.

## **10. Cancellation of your Membership**

When joining Esprit, members agree to a minimum period of 2 months. A Member can not cancel their membership during the initial term. If a Member wishes to cancel their membership after the initial term, a full month's written notice is required.

## **11. Use of the facilities**

A Member is entitled to use Club facilities, provided that the Club may at any time, without penalty, withdraw all or part of such facilities for any period or periods and with or without notice in connection with any cleaning, repair, alteration or maintenance work, or for any other reason which the Club Management deem necessary. The Club will not refund or offer any discount on monthly membership subscriptions

## **12. Benefits**

Esprit Members qualify for 20% discount on food and beverage spend consumed by the member only, in the Monty's Bar or the Caprice Restaurant. Please ensure you present your membership card to qualify for the discount. In accordance with the environmental policy, Members and Guests will receive ONE complimentary towel for their use. Additional towels are available for £ 2.50 per towel. Member is entitled to 3 hours of complimentary parking per day for one vehicle only (which must be registered upon joining). Should the member need to change their vehicle due to buying new car, please inform us two weeks prior in writing for approval by management.

## **13. Smoking**

Please note that the Club has been designed as a non-smoking environment throughout and smoking is not permitted anywhere within Esprit.

## **14. Social Activities and Events**

The Club reserves the right at any time, and without notice, to set aside facilities for exhibitions or other social events and activities, or group activities.

## **15. Dress Codes**

Members and their guests are asked to wear a form of clothing appropriate to the time of day and place on all occasions.

Shirts must be worn at all times. Footwear must be worn at all times, particularly in the gym, or access will be denied. Soiled sport shoes will not be permitted. Members and guests are requested not to use the hotel facilities in leisure wear eg tracksuits and workout clothing.

## **16. Guests**

a) Only Family Members may be introduced as Guests.

b) All guests must be accompanied by the Member introducing them. Both the Member and the Guest must sign in at Reception by completing a Guest Registration Form and pay the Guest fee on each occasion.

c) A maximum of two guests per member are permitted at any one time.

d) Members must ensure that their Guests abide the Rules of the Club at all times and accept responsibility for their Guest's behavior or for the cost of any damage caused by their Guests.

e) No person whose membership of the Club has been terminated or whose application for membership has at any time been refused, shall be admitted as a Guest.

f) The Club reserves the right to refuse any person to be admitted as a Guest to the Club.

## **17. Fitness Area**

Members and their Guests are particularly advised not to undertake strenuous physical activities for which they might be medically unfit. Members and Guests who have any reservation as to their physical condition are advised to seek the advice of their GP before embarking on any exercise program.

All Members must ensure that their Guests sign a disclaimer form before using the facility.

All Members are asked to have a health check and basis supervised induction before using the facility.

Members under 16 years of age are not permitted to use the fitness area.

Correct footwear and clothing must be worn at all times.

Access to the Area may be limited in the event of classes or pre-organized sessions. Details of these will be posted on Club notice board wherever possible.

## **18. Swimming Pool**

No running, jumping or diving in the pool is allowed. For reasons of health and hygiene, it is necessary for all Members and Guests to shower before entering the pool. Radios or anything which the Club in its discretion considers to be detrimental to the use of the pool and its environment are not permitted.

Members and guests are asked to wear conventional swimming costumes only.

The pool is unsupervised at all times.

No food or drink is to be taken into or consumed in the pool area or the Club in its entirety.

No ball games are allowed in the pool area

The Club will not accept liability for members or guests if an accident should occur whilst on poolside or using any of the poolside facilities, due to the guest not wearing a specific pool shoe.

## **19. Sauna/ Steam room**

Children under the age of 12 years are not permitted to use these facilities.

Members and Guests must shower after using the Sauna and Steam Room and before using the Swimming Pool. Shaving is not permitted in the Sauna, Steam Room.

## **20. Changing Rooms**

No children aged 7 or more are allowed into the changing rooms of the opposite gender.

## **21. Lockers**

For security reasons, Members and Guests are asked to store personal belongings and valuables in the lockers provided. The hotel accepts no liability for any items stored therein. Lockers are provided on a daily basis and items left overnight will be removed by the morning and disposed of. Lost Property will be held at the Club Reception for up to two weeks only and disposed of if not claimed. The Club may inspect the contents of all lockers for security reasons at any time.

## **22. Safety and Hygiene**

In the interest of safety and hygiene, no drinking glasses are allowed in the changing rooms, fitness and aerobics studio and swimming area.

No pets will be allowed in the Club, with the exception of guide dogs. Entry to the Club is only permitted at the Club Reception entrance.

Fire exits, which are clearly marked, are there in the interests of safety, and Members and Guests must not use these doors for any other reason. In the event of a fire, Members and Guests are advised to make their way to the nearest available exit in an orderly fashion. Cars must be parked in the marked areas only and must not block service roads or emergency exits.

## **23. Lost property**

All lost property found on the premises should be handed in to the Club Reception. Items will be stored by the Club for two weeks and then donated to local charities.

## **24. Liability**

The Club's liability for any damage to or loss of Guest property, is strictly limited to any damage or loss suffered as a direct result of negligence of the Club, its staff or its agents. The club reserves the right; in it's absolutely discretion, to refuse to store any such personal property of Members or Guests. Property stored in lockers provided by the Club is stored at the owner's risk and no liability for loss or damage thereto will be accepted by the Club. Vehicles, bicycles, etc. parked or left in the Club park places or elsewhere on the premises of the Club, and all contents in them or on them are left at the owner's risk and the Club will accept no liability for loss or damage in respect thereof.

The Club accepts no liability for any accidents to any Member or Guest that may occur on the premises or within the grounds at the Club, its staff or its agents. Signature of the Membership Application designates full acceptance of this exclusion of liability. Members, residents or guests will be refused access to the Club if considered to be under the influence of alcohol or any illegal substances that could affect their state of mind. Any member, guest or child attending supervised swimming activities at the club, who suffer an accident on the Club premises or in the Club grounds must report the accident and the circumstances under which it occurred, to the Club Manager or the Duty Manager immediately following the accident. The hotel accepts no liability unless there has gross negligence on the part of any Club operate.

## **25. General**

No food or drink, alcoholic or otherwise, may be brought into and consumed within the Club or its grounds.

Members and their guests must not :-

- (i) abuse the equipment or facilities of the club or they will be liable to pay for any negligent or deliberate damage to property or
- (ii) behave in a violent or rude way which distresses or annoys any other guest or member of staff or
- (iii) use cameras or phones within the Club or
- (iv) bring alcoholic drinks, drugs or other mood altering substances into the Club or
- (v) drink alcohol in any areas of the Club

Members, who fail to take up a booking activity, or fail to give the required notice, will be charged an administration fee, together with the activity costs, if applicable. Further details of the level of these fees are available from Reception and may vary from time to time at the sole discretion of the Club Management.

Members and Guests must at all times observe the Club Rules, a copy of which is located at Reception, available for inspection by Members and Guests, and comply with any reasonable directions which the Club Management may give to ensure the smooth operation of the Club, the facilities and the convenience of the Members.

Any dispute or difference which may arise with regard to the interpretation of these Rules shall be determined by the Club Manager, whose decision shall be final.

The Club reserves the right to amend these Rules and all tariff changes at any time and without notice to individual Members, although notification of the change will be displayed on the Club notice board.

If any provision in these rules is declared illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.