## THE COACH HOUSE

HEALTH CLUB & SPA

# Terms & Conditions

FOR HEALTH CLUB MEMBERS

The Coach House Health Club & Spa "Health Club" is part of Beaverbrook Estate "Beaverbrook" and located at Reigate Road, Leatherhead, Surrey KT22 8QX.

These Terms and Conditions outline the agreement between "Beaverbrook", "Health Club", "Members" and "Guests". These terms and conditions have been established in order for you to enjoy and maximize your expected experience at the Health Club, whilst keeping you safe. Members are expected to agree and respect the Terms and Conditions that follow. Please note that these terms and conditions may be altered, revoked or added at the sole discretion of the Health Club, without prior notification to Members.

The Health Club membership is a weekday membership, therefore access to the facilities is Monday – Friday only, the membership does not allow access Saturday and Sunday. The Health Club welcomes Members, hotel residents and guests.

## I. MEMBERSHIP APPLICATION

Any prospective Member must be 18 years of age, they must complete and submit an Application Form. Applications will be reviewed by the Health Club after which contact will be made with the prospective member to confirm if the application has been accepted or not. Membership is for single membership only. You may be required to meet up with a Director for an interview. The Health Club reserves the right to decline an application for membership without giving any reasons. For avoidance of doubt, any monies paid are fully refundable until your membership application has been accepted.

In order to secure membership, a one-time non-refundable joining fee is due upfront and can be settled either by credit or debit card or bank transfer. The following documents are required prior to the membership commencing:

- Direct Debit Form
- Proof of ID (passport or driving license please bring originals and our Spa Reception Team will take a copy)
- Utility Bill (with applicant's name and address, not older than three months)
- Photograph (a recent photo of you our Spa Reception Team can also take a photo)
- Payment for Joining Fee (can be settled by credit, debit card or bank transfer). Please make payments to Longshot Cherkley Court Limited, Sort Code 15-99-00, Account 45245350)

If membership were to be interrupted, the joining fee would be charged again once the Member wishes to resume membership. Likewise, if payment of membership dues is not made on time, membership would cease and an administrative fee would be required to resume the membership again.

Members may only use the Health Club provided that their membership is current and fully paid up. Once membership expires or is terminated, any outstanding or unused guest passes will expire from the date of the termination of membership. Membership is non-transferrable and Members may not assign membership to anyone else.

Any change in personal details must be communicated to the Health Club within two weeks. The Health Club reserves the right to revise its membership structure and fees at any time.

For updated fees, please inquire with the Spa Reception Team.

## 2. STRUCTURE

#### ANNUAL MEMBERSHIP

Memberships carry a minimum membership period of 12 months. Full payment is taken on the day of joining regardless of date of month. Membership will be deemed to commence on the 1st of the month that the Member joins.

Annual membership is automatically renewed on the 1st day of the month as advised at the point of joining. Members not wishing to renew their membership must contact the Membership Team more than 2 months prior to the renewal date. 4 weeks prior to the renewal date a courtesy email will be sent from the Health Club issuing a Direct Debit collection notice.

#### **CANCELLATIONS**

In order to cancel your annual membership, all Members must give a minimum 2 months written notice via email. For the avoidance of doubt, despite the time the 2 months written notice is given, all Members must complete a full 12 months paying membership. It is the responsibility of the Member to cancel their Direct Debit Mandate with their bank.

## TEMPORARY SUSPENSION

In order to temporarily suspend your membership you must submit a written request. Suspension of membership will be granted at the Directors discretion. Suspension will only be considered on health grounds. If temporary suspension is granted use of the Health Club within this period is prohibited.

## **PAYMENTS**

Payment of the joining fee can be made by credit or debit card, or by bank transfer (see section 1). Payments of Annual Membership Dues and membership accounts are to be made by Direct Debit. A valid Direct Debit must be in place at all times.

If the Direct Debit collection fails, the management reserves the right to levy an administration charge of £50 and recover the full payment due and costs from the Member.

Any expenditures incurred at the Health Club for treatments, private classes, food and beverage and retail must be settled by cash or credit or debit card, or to your membership account before leaving the Health Club. Monthly statements will be issued to members on the 1st of the month. Your membership account is to be settled by Direct Debit on or around the 15th of the month.

#### 3. GUESTS

All Members would be entitled to four complimentary guest passes per year. Members may bring one guest at a time to the Health Club through the use of a valid guest pass or on payment of the prevailing guest fee, with an advance booking. All guests are required to register at the Spa reception and complete a waiver. All guests must be a minimum of 18 years of age.

An individual may use the Health Club as a guest a maximum of four times in a consecutive twelve-month period, irrespective of which Member invites them. After four such visits as a guest, they must apply for membership to continue using the facilities. An existing Member must accompany the guest for the duration of their visit. Members are responsible for ensuring that their guests are aware of, and adhere to, the Health Club rules.

The Health Club reserves the right to refuse admission to any guests at its discretion.

## 4. FACILITIES & SERVICES

## OPENING HOURS

For the current opening hours, please see the website or contact the Spa Reception Team. The opening hours are subject to change without prior notice. The Health Club or any part thereof may at any time close, without notice, for repairs, alterations, or to accommodate special events. Latest entry to the Health Club is 30 minutes before the published closing time while the Pool will close 30 minutes before the published closing time.

## DRESS CODE

Members and guests are required to dress appropriately when using the Health Club. This includes wearing swimwear in the pools and by the pool, as well as in the thermal areas. A robe and flip-flops are provided on a complimentary basis for use in the Health Club when having treatments in the Spa. Robes and flip flops are available for sale in The Shop for those wishing to keep these. In the gym, protective footwear and T-shirts/vests must be worn at all times. Casual attire including robes is allowed in The Deli.

#### **LOCKERS**

Members are encouraged not to leave any valuable items in the lockers. The Health Club accepts no liability for any loss or damage to personal items. Members must empty the contents of the lockers at the end of their visit. The Health Club reserves the right to open any closed lockers at closing time.

#### SPA

Please book treatments in advance to avoid disappointment; book directly with the Spa reception. Arriving thirty minutes before your treatment would allow you ample time to calmly change for your session. A late arrival may result in a shorter treatment time but still be charged at full cost. No guarantee can be made for the availability of a particular therapist.

Appointments for spa treatments that have been booked require a notice to cancel as specified on your booking confirmation, otherwise will result in a 100% cancellation fee being charged to your members account.

Please notify the Health Club if you are pregnant at the time of the booking as some treatments may not be suitable for you. During the first trimester, only manicures and pedicures are recommended; and the use of the thermal facilities is not recommended either.

## SWIMMING POOLS AND THERMAL SPA

Members use the pools at their own risk. For reasons of health and hygiene, please shower before entering the swimming pools and vitality pool. Members are asked to wear proper swimming costumes in the pool and around the pool area. No food or drink is to be taken into or consumed in the indoor swimming pool or spa thermal areas. No running, jumping or diving in pool areas is allowed at any pool.

The pool is reserved at certain periods for adult only sessions, swimming lessons and children swimming sessions. A schedule to show classes will be available at the Spa reception. It might be necessary to close the swimming pool at certain times for maintenance. The Health Club will attempt to inform Members but is not obliged to do so.

At no time are lifeguards present at any of the pools.

#### GYM

An introductory session explaining the safe and proper use of gym equipment will be required for all Members when joining the club. A representative of the Health Club will contact you to arrange your compulsory initial induction. Members must not use any equipment or undertake any activity unless they are capable to safely do so. Members will be responsible for harm or injury caused to themselves, other members or to the Health Club if it is caused through unsafe or improper use of the equipment or facilities. The Health Club will not be responsible for any harm or injury to a Member who fails to advise a representative of a relevant medical condition. Only Members of the Health Club team may provide personal training services within the premises.

One-to-one personal training sessions are available and can be reserved with the fitness team or at the Spa reception. Any such booked appointments require a notice to cancel as specified on the booking confirmation, otherwise will result in 100% cancellation fee being charged to your members account.

#### FITNESS CLASSES

The Health Club offers a range of complimentary fitness classes for your enjoyment. The Health Club reserves the right to re-schedule or cancel classes at any time. The fitness class schedule may be amended.

Classes can be reserved, up to one week in advance at the Spa reception or via email, or on a first come first served basis, if space permits. Please do notify the Health Club if you are unable to attend the class, as space is limited. If a Member continually cancels a fitness class, the Health Club reserves the right to terminate their membership. An instructor may decline admittance, or may ask any Member to leave a class if they feel theirs, or another's, safety or enjoyment is in danger.

#### **CHILDREN**

Whilst there are no child memberships available, children of hotel residents are welcome to the Health Club to use the indoor pool during scheduled, fixed hours and/or the outdoor pool at any time.

## LOST PROPERTY

Any lost property should be handed to the Spa reception where it will be kept for three months, after which it will be thrown away or handed to charity.

#### MAINTENANCE

The Health Club reserves the right to limit the use of some of the facilities when required to carry out maintenance work, repairs, cleaning and/or emergencies without notice or compensation.

#### 5. GENERAL

Members and Guests are requested to respect the privacy of other Members and ensure that their actions do not cause a nuisance or disturbance in any way. In order to maintain a calm and tranquil environment for all Members and guests, mobile phones are only allowed on silent.

Please refrain from using the phone in the Spa area and step outside if the phone needs to be used. Photos or videos of other members and children in the Health Club are not permitted.

The Health Club does not tolerate abuse, whether verbal or physical and any abuse against employees is taken very seriously. Members or Guests abusing our employees will be removed from the premises, memberships revoked, and any serious incidents will be reported to the police.

Pets are not allowed in the Health Club, except guide dogs with prior permission.

The Health Club is a smoke free environment, including e-cigarettes.

Only food purchased from the Health Club should be consumed on the premises. No alcoholic beverage or drugs of any kind may be brought in and violation of this rule will result in immediate expulsion from the Health Club and may result in termination of membership. Members or guests will not be permitted into the Health Club if they are deemed to be under the influence of alcohol or drugs.

The Health Club property, including towels, robes, flip-flops and toiletries etc are provided as a courtesy to Members. Removal of such items from the premises may result in the termination of membership privileges and legal action. Certain items are available for sale in The Shop for those wishing to take these items away with them.

The Company reserves the right to refuse entry to the Health Club at its absolute discretion. Any Member or Guest who does not comply with these terms and conditions may have their membership terminated immediately without notice or refund.

#### 6. HEALTH & SAFETY

Members and their guests are advised not to partake in any vigorous physical activities for which they may be medically unfit.

All new Members are required to undergo a short induction and fitness evaluation with one of our fitness consultants, prior to exercising in the gym or the studio. In addition, all Members and guests will be asked to complete a medical disclaimer before any exercise or spa treatment within the Health Club.

It is the Member's and guest's sole responsibility to inform the Health Club of any medical condition or changes to medical condition which may present a health risk when using the Health Club facilities or engaging in any of its activities. All Members and guests are asked to advise the Health Club representative of any special physical requirements at the time of booking. Disabled access is provided via the main entrance, the lift in the Spa reception and there is also a disabled bathroom on the ground floor. Facilities are open to disabled Members and guests where practicable.

No food, glassware or crockery is to be taken into the inside pool area. Only items purchased from the Deli are permitted in the outside pool area.

Running, jumping or diving are not permitted in either of the swimming pools.

Members and guests may not use the sauna or steam room if they have low or high blood pressure, heart disease, cardiac irregularities, asthma and/or diabetes, or if pregnant. Nor should they be used, if they are under the influence of beta-blockers, anticoagulants, antihistamines or tranquillizers. Members and guests should consult their doctor prior to using the Health Club Spa facilities.

Nothing in these Terms and Conditions excludes or limits the Health Club liability for death or personal injury arising from negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by English law, the Health Club will not be liable to Members and or guests for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, The Health Club facilities; or use of or reliance on any content displayed on the Health Club website.

By using The Health Club premises, members and guests agree that the exclusions and limitations of liability set out in these Terms and Conditions are reasonable. If

the Member or guest does not think they are reasonable, the member or guest must not use The Health Club.

Any Member or guest who suffers an accident on the Health Club premises must report the accident and circumstances under which it occurred to a Member of the Health Club team, immediately following the accident.

Closed circuit cameras operate throughout the Health Club except in the changing rooms and spa. Any unlawful activity within the Club may be reviewed for possible legal action.

For administrative and health & safety purposes we collect and retain certain personal details about our Members. For further details on our Data Protection and Privacy Policies, please see our website.