Terms and conditions

Crown Spa Health Club

Crown Spa Health Club is operated by Chariet Ltd ("the Proprietor") whose registered office is at 62/63 Westborough, Scarborough, YO11 1TS. Company registration number 03193438.

All joining fees, subscription and other receipts shall become property of the Proprietor. On cancellation or termination of membership no refund will be made to the member of any part of the initial joining fee or monthly membership payments. It is a condition of acceptance of membership that the member agrees to pay the initial subscription fee and agrees to be bound by the terms of these rules.

Payment

The initial subscription fee must be paid by the member in full on acceptance by the proprietor of an application for membership. The member must also submit a payment plan acceptable to the proprietor to pay the monthly membership fees.

The proprietor reserves the right to specify or amend (where reasonably necessary) the method by which the monthly membership fees shall be paid e.g. by bankers standing order or direct debit. The Membership is perpetual with a minimum term of 12 months with a 2 month cancellation period.

Membership

The proprietor reserves the right to reject within its reasonable discretion any application for membership of the club. Applications may be rejected where for example the applicant owes money to the proprietor, or has behaved in an unacceptable way on the proprietors premises.

Membership is personal to the member at the location for which membership is granted and cannot be transferred. A member may not loan his/her membership card or permit to be used by anyone else. The proprietor may assign the benefit of this agreement to any person, firm or company at any time upon giving at least 30 days prior written notice to the member.

The club offers the following types of membership:

Individual Membership

Available to individuals of at least 16 years of age. An individual member is entitled to full use of all standard club facilities during opening hours. Applicable to their membership type (e.g. Peak, Off-Peak etc...).

Joint Membership

Available to couples who live at the same address and who are both at least 16 years of age. Joint members are each entitled to full use of all standard club facilities during opening hours.

Corporate Membership

A corporate member is entitled to all privileges of an individual membership. It is available only where at least six individuals from one organisation take up and maintain membership. The membership is non-transferable, except where the initial subscription fee and monthly membership fees are paid by one organisation, in which case the individual entitlement may be transferred at the nomination of the organisation, but the corporate membership shall not be transferable from one organisation to another. A small charge of not more than £10 will be made for transferring membership, as displayed from time to time on the notice board.
Off-peak Membership

Off-peak membership is available to either an individual or joint members who will be entitled to full use of club facilities during limited hours only.

Standard club facilities do not include beauty therapy, tanning and bar/restaurant services which are provided at an extra charge. Any other facilities which attract an extra charge will be displayed on the Club notice board.

Fees

The initial subscription fee and monthly membership fees set out overleaf shall be payable for each class of membership. The management shall give at least 30 days written notice of any changes to monthly charges.

Admission

Every member shall be issued with a membership card. Members must show their card on each visit to the Club. A nominal charge not exceeding £15 will be made for lost membership cards to cover the Proprietor’s administration charges. Any member wishing to enter the Club without a valid membership card will only be admitted at the reasonable discretion of the Club’s management.

Termination

The membership of any members may be terminated:

By the Proprietor:

- Without notice if a member commits a serious or repeated breach of the Club’s rules as set out in these terms and conditions or as displayed on the Club’s notice board from time to time;

- By notice in writing if any payment owing to the Club by the member remains unpaid 30 days after the due date for payment;

- Upon not less than 30 days’ notice in writing if the Proprietor reasonably suspects that the member is causing undue upset or inconvenience to other Club members or the Proprietor’s staff.

By the Member;

- The member may terminate membership by giving at least 1 month prior written notice to the Club Manager if the full minimum 12 months membership has been completed. Membership fees will remain payable until the end of the notice period. If membership is less than 12 months, the member can cancel their membership by paying a one-off fee of £75.

Guests

Members who introduce a guest to the Club shall ensure that their guest complete a “guest pass” and pay the current guest fee as displayed on the Club’s notice board. Guests must always be accompanied by the member introducing them who will then be responsible for their guests’ actions whilst on the Club premises.

No more than two guests are may be introduced to the Club at any one time by the same member. Prior approval may be granted by the management to admit extra guests. Guests are limited to six visits per year.
Guests with a valid guest pass will have the same membership privileges as the member accompanying them.

Guests must sign in at club reception

The Club management may reasonably refuse any guest entrance to the Club. The guest charges and admission hours may vary from time to time, as displayed on the Club notice board.

Children

Children under 16 who are permanently resident in the household of a parent who is a Club member may use the Club swimming pool. Children must be accompanied by the adult member at all times who is responsible for the conduct and supervision of the child. The hours in which children may be admitted may vary from time to time, as displayed on the Club notice board. A charge of £1 per child will be made.

Dress

Appropriate dress must be worn at all times within the club. Trainers must be worn whilst using equipment within the gymnasium.

Reservations

Members must pre-book all classes; this can be done up to one week in advance. A minimum of 24 hours’ notice must be given for cancellation of any bookings.

The management can refuse to rebook classes for a member who repeatedly cancels or fails to keep an appointment for services and/or programmes. Bookings shall only be taken from 9.00am. A member can only book one place per class. Any member, who cancels on the day of the booked class, for whatever reason, cannot book on to the following week’s class until the cancelled class has finished. Ensure you inform your arrival for a class at reception, before the class starts, as they will need to give you a printed receipt which is given to your instructor. No receipt may indicate that you have not booked on to that class. Ensure you arrive for your class on time. Late arrivals may not be admitted to the class and your place may be offered to someone on the waiting list, who is in the club.

Conduct of Members

Members and guests are expected to behave in an orderly and lawful manner at all times whilst in the club. Any damage to the Club property caused by a members’ or guest’ negligence or misconduct shall be paid for by the member or their guest.

No alcohol or food can be brought by members or guests into the club and smoking is strictly forbidden.

Members and their guests are requested to shower prior to entering the pool, spa tub, steam or sauna areas, and again upon leaving the steam and sauna areas and before re-entering the pool or spa tub.

Members or guests may not enter the Club under the influence of alcohol or mindaltering drugs.

Disclaimer of Liability

Neither the Proprietor nor agents or employees of either shall be liable for:
the personal injury or death of any member or guest while on the Club premises or while using the facilities of the Club; or

- For any loss, damage or theft of personal property belongings to the member or any guest occurring on the Club premises. Except where the injury, death, loss, damage or theft is caused by the negligence of the Proprietor, its employees or agents.

Members and/or guests are advised to undergo a medical examination prior to beginning a physical activity programme. Those with diabetes, heart disease, high or low blood pressure and pregnant women should consult with their doctor to check which Club facilities should not be used.

Other

Membership must notify in writing to the Club manager to any changes of their name, address or bank details.

The Club management reserves the right to show potential members around the Club and allow them to use the Club’s facilities on a trial basis from time to time.

The hours during which the Club is open for use by members may change from time to time or for bank holidays, cleaning or decorating. Where possible, at least 14 days prior notice to changes to opening times will be given to members, although shorter or no notice may be given in emergencies.

The Proprietor will use its reasonable endeavours to ensure that the Club’s facilities are in working order and available to use by members when the Club is open, but there may be occasions when such facilities may either be out of order or not available for reasons beyond the reasonable control of the Proprietor. A member’s entitlement to use the Club’s facilities is therefore limited to those facilities which are available to use at the time they wish to visit the Club.

The Proprietor shall keep the Club’s notice board up to date and the member agrees to consult it regularly. Members who have difficulty reading the notice board should notify the Club’s management so that alternative notification procedures can be put into place.

Any dispute or difference that may arise in regard to the interpretation of these rules shall be dealt with at the discretion of the Proprietor.

The proprietor reserves the right to vary, revoke or add to these rules from time to time within its reasonable discretion and upon giving 30 days prior notice to members. The failure of the Proprietor or a member to enforce any of its rights at any time for any period shall not be construed as a waiver of such rights.

The proprietor reserves the right to withdraw or alter any service at its discretion and is under no obligation to award compensation in any form.

Suspending Membership

If a member is unable to use the Club then they may suspend or “freeze” their membership for a nominal charge of £10 per month for an individual or £15 per month for joint membership. At least 30 days prior written notice (which must expire on the last day of the month before the period of suspension begins) must be given to the Club Manager. Club facilities may not be used by the member during the period of suspension.

A member may be suspended for a minimum of two months and up to a maximum of one year.

HEALTH AND SAFETY
The guests using the facilities at the Crown Spa Hotel and The Crown Spa must comply with all the regulations concerning licensing, fire, health and safety.

**CCTV**

In the public areas of the Crown Spa Hotel and The Crown Spa also some staff areas, CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of the Crown Spa Hotel and The Crown Spa and security of all its clients and staff.

**RELAXATION OF TERMS AND CONDITIONS**

We may relax any of the terms and conditions without prejudicing the right to subsequently strictly enforce them.

**CHANGING THIS AGREEMENT**

We can change this agreement at any time. We will give you three months’ notice of this change in writing at the address you have given us and by a notice on the clubs’ notice board.