

Crown Spa Health Club

TERMS AND CONDITIONS



Crown Spa Health Club is operated by Chariet Ltd ("the Proprietor") whose registered office is at 4 Broadgate, Broadway Business park, Chadderton, Oldham, OL9 9XA. Company registration number 03193438.

All joining fees, subscriptions and other receipts shall become the 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.

MEMBERSHIP

The proprietor reserves the right to reject within it's 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 proprietor's premises. Membership is personal to the member at the location for which membership is granted and can not be transferred. A member may not loan his/her membership card or permit it 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

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.

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.

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.



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 30 days prior written notice to the Club Manager. Membership fees will remain payable until the end of the notice period.

GUESTS

Members who introduce a guest to the Club shall ensure that their guest completes 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 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.

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.

CONDUCT OF MEMBERS

Members and guests are expected to always behave in an orderly and lawful manner 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 mind-altering drugs.

ADMISSION

Every member shall be issued a membership card. Members must show their cards 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.

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 and its facilities. Children must be always accompanied by an adult member 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 £3 per child will be made.

DRESS CODE

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.

Failure to cancel or attend a booking will result in full payment is due, for the booking previously made.

The management can refuse to rebook classes for a member who repeatedly cancels or fails to keep an appointment for services and/or programmes.

HEALTH & 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.

OTHER

Membership must notify in writing the Club manager of any changes in 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 regarding 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.



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 the security of all its clients and staff.

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 belonging 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.

RELAXATION OF TERMS & CONDITIONS

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

CHANGING THE 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.