



HOAR CROSS HALL

STAFFORDSHIRE

Membership Terms and Conditions

NAME: _____

MEMBERSHIP NO. _____

These terms and conditions (the 'Conditions'), the membership application form and the pre-activity questionnaire, form a membership contract (the 'Contract') between 'you' (the member named) and 'us' (Hoar Cross Hall). If you have any questions about these Conditions or any of the other documents that form part of this Contract, please ask.

1. Our monthly membership Contract is a rolling Contract with an initial three-month commitment period. Your membership Contract will automatically continue on a month-to-month basis, unless you or we end it under the terms in section 6 of these Conditions.
2. Our annual membership has an initial 12 month commitment for which you will pay up front and in full by credit or debit card. Unless you or we end it under the terms in section 6 of these Conditions. We will write to you 30 days before your renewal to make you aware of any changes and to offer you an option to upgrade or cancel your membership.

1. WHEN WILL MY MEMBERSHIP START?

Your membership will start on the membership start date set out in your membership application form ('Membership Start Date'), as long as the following applies:

- a. You have signed these Conditions and your membership application form.
- b. You have filled in a pre-activity questionnaire, which we are satisfied with.
- c. We have received your joining fee and your first month's membership fee or first annual membership fee (as set out in your membership application form).

What happens if I change my mind and want to cancel my membership?

As long as you have not used your membership, you can write and tell us that you want to cancel your membership within seven working days of signing these Conditions. If you do this, we will refund any joining fee and membership fees that you have paid to us.

We will do this when you return your membership card and any other documents we ask you to return.

2. HOW LONG WILL MY MEMBERSHIP LAST?

Monthly membership: As a monthly member, you will be committed to three-calendar months commitment period. Your monthly membership will thereafter automatically continue on a month-to-month basis, unless you or we end your membership under the terms in section 6 of these Conditions.

The annual membership has a 12 month commitment, then rolling.

The 'three-month commitment period' means the following:

- a. If your membership start date is the first day of a calendar month (for example, 1 January), the three-month commitment period will be the period from your membership start date until the last day of third month (for example, 31 March).
- b. If your membership start date is on any day other than the first day of a calendar month (for example, 2-31 January), we will request a pro-rata payment by card for the month of joining. The three-month commitment period will be the rest of that calendar month plus the whole of the next three calendar months, due to restrictions on the timing of Direct Debit cancellations.

Annual membership: As an annual member, you will be committed to a 12-month commitment period. Your annual membership will thereafter automatically renew, unless you or we end your membership under the terms in section 6 of these Conditions.

The '12-month commitment period' means the following:

- c. If your membership start date is the first day of a calendar month (for example, 1st January current year), the 12-month commitment period will be exactly 12 calendar months from your membership start date (for example, 31st December current year).
- d. If you would like your annual membership to start on any day other than the first day of a calendar month, we will add a pro-rata amount for the joining month to the annual fee. Your annual membership will start from the 1st of the following month.

3. MEMBERSHIP FEES

a. Joining fee

You must pay the joining fee, as shown in your membership application form, except as a result of a specific promotion or offer that means you do not have to pay it in full or in part. The joining fee is non-refundable. If we or you end your membership for any reason and you want to rejoin, a new joining fee may be payable at that time.

b. Membership fees

As part of your Hoar Cross Hall Membership, you are personally responsible for paying us the membership fees set out in your membership application form when they are due, except as set out in these Conditions or as a result of a specific promotion or offer that means you do not have to pay them in full or in part. As a monthly member, your membership fees are due for each calendar month, even if you end your membership during a month, except as set out in these Conditions or as a result of a specific promotion or offer that means you do not have to pay them during this period. You must pay the current membership fees and follow all other Conditions that apply to Hoar Cross Hall. If you join on any day other than the first day of a calendar month, we will work out your membership fees for that month according to the number of days left in that month.

You may only pay your membership fees in the following way:

- Monthly memberships – ongoing payment is only accepted by monthly Direct Debit and the payment date will be advised on sign up. Depending on the date you wish your membership to start, we may need to take initial fees by card. This will be discussed with you at the time of sign up.
- Annual memberships – full payment is made up front for the 12 months by credit or debit card. If you would like your annual membership to start on any day other than the first day of a calendar month, we will add a pro-rata amount for the joining month to the annual fee. Your annual membership will start from the 1st of the following month.

We do not accept any form of payment other than Direct Debit for monthly members. If you pay monthly and the Direct Debit on your membership application form for your membership fees is cancelled by you or the person paying it, and your membership fees become overdue, we may refuse you entry into the spa until you set up a new Direct Debit and you pay any overdue amounts in full.

c. Changes to membership fees

We regularly review our monthly membership fees and may change them from time to time. We will give you at least 45 days' notice of any change, and the date from which the change will apply, by writing to you at the postal address we have on our records. If you do not want to accept an increase in your fees, you may end your membership. If you do end your membership for this reason, you must continue to pay your membership fees (at the rate that applies immediately before any proposed increase) until the end of the notice period that applies. If you do not end your membership in line with these Conditions, you will have to pay the new membership fees from the date when the change applies. We will amend your Direct Debit payments to reflect this.

If you or we end your membership for any reason and you then rejoin, the membership fees that apply at the time you rejoin will apply.

d. Can I change my membership to a different package or payment plan?

Yes, you can by requesting a membership amends form and allowing a 30-day notice period for your change to take place.

It is not possible to change your package type within your initial commitment period.

- e. A pre-authorisation will be held from your debit or credit card for the duration of your membership, which will be renewed annually. We will be unable to accept a pre-authorisation from American Express cards. The pre-authorisation guarantees us that the funds are available to pay for any charges incurred. These charges include any direct debit rejections for monthly members and any charges added to the account each month. Each member will be able to post charges from throughout the spa back to their account, this includes but is not limited to food and beverage items, retail products and treatments. The charges added to the account will be charged to the card which we have on file on the last working day of each month and the member will be issued with a statement of charges. The main reason for this change is to aid the business moving towards being a cashless property. Every member will have a £500 credit limit which they will not be able to exceed each month, if you would like to clear your account down, you can make an early payment by asking the Main Reception to take a card payment on your account at any point during the month.

4. IF YOU ARE LATE PAYING YOUR MEMBERSHIP FEES

If you fail to make payments due under this Contract, we may contract a debt recovery agency or other organisations to help us obtain payment from you. We will only do this after we have written to you (at the postal address we have on our records) or emailed you, using the email address provided on your application form asking for payment. We will add £30 to the amount you owe to cover our reasonable administration costs if we contact a debt recovery agency. We will charge this fee each time we contact a debt recovery agency, unless the missed payments are your bank's fault. We also have the right to suspend your membership (and refuse you entry to the spa) until you have paid the full amount you owe (including any administration fees), and the right to take legal action to claim the amount you owe.

5. MEMBERSHIP BENEFITS

Members benefits are specific to certain packages and we reserve the right to add or amend these, any amendments we will notify you by post at least 45 days prior to the changes which take place.

In order to access the facilities and have member benefits/discounts applied, you must be able to present your membership card upon request. If you are unable to do this, you may be refused entry to the venue. Please note, an administration charge will be applied to replace lost membership cards.

6. HOW CAN I END MY MEMBERSHIP?

a. Ending your monthly membership after your initial commitment period

You may give us notice to end your monthly membership by filling in a membership amends form or giving us notice in writing (known as 'notice to end membership'). You must give this notice to us no later than the last day of a calendar month if you want to end your membership from the end of the last day of the following month. If we do not receive this written notice by the last day of a calendar month, your membership will automatically continue for another calendar month, unless you or we end it under these Conditions.

b. Ending your annual membership after your initial commitment period

We will write to you 30 days before your renewal to make you aware of any changes and to offer you an option to cancel your membership.

c. Reasons for ending your membership early

You may end your membership early by giving us notice to end membership either by filling in a membership amends form or giving us notice in writing (known as 'notice to end membership') if one of the following applies:

1. We significantly reduce the opening hours or range of facilities on a permanent basis, or otherwise act or make any change that significantly reduces the benefits of your membership. We must receive your notice within 45 days of the change coming into force, and your membership will end on the date of the notice you give us.
2. We increase your membership fees. We must receive your notice within 45 days of the change coming into force, and your membership will end on the date of the notice you give us.
3. We close the spa for any reason (for example, improvement work) for a period of 30 days in a row or longer. We must receive your notice within 45 days of the change coming into force, and your membership will end on the date of the notice you give us.
4. We make a change to these Conditions that significantly reduces the benefits of your membership. We must receive your notice within 45 days of the change coming into force, and your membership will end on the date of the notice you give us.
5. You are unable to use the resort because of a genuine and serious illness or injury that is likely to mean you cannot use the facilities for a period of at least two calendar months. You must provide reasonable professional evidence of your illness or injury, such as a doctor's certificate or letter from a hospital. We must receive your notice within two months of the injury or illness starting, and your membership will end from the date shown on the medical evidence you provide or the date of your last visit to the resort, whichever is later.
6. You are made redundant or lose your job in other circumstances and provide us with reasonable evidence, such as a letter from your employer or proof that you are receiving Job-seeker's Allowance. We must receive your notice within two months of the date you lose your job, and your membership will end on the date of the notice you give us.

We will do all we reasonably can to give you at least 45 days' notice of any changes set out in points 1–4 above, either in writing to the postal or email address we have on our records or by prominently displaying a sign in the resort.

You cannot end your membership in any other circumstances before the end of your initial commitment period. However, if you would like to end your membership early due to other reasons beyond your reasonable control that prevent you from being able to use the spa (for example, you move to another area), please provide us with reasonable evidence (for example, a utility bill from your new address) and we will take this into account in considering your request to end your membership.

d. Reasons for us ending your membership

We may end (or suspend) your membership in the following circumstances by writing to you at the postal or email address we have on our records:

1. If you seriously or repeatedly break the Conditions of this Contract and you do not put this right (if this is possible) within seven days of us giving you notice that we will end your membership.
2. If we reasonably think that allowing your membership to continue would be dangerous to, or would have any kind of negative effect on, the spa, our other members or our staff. This might include, for example, abuse of the services we provide or allowing another person to abuse the services we provide; abusive, threatening or violent behaviour towards another member or a member of staff; or involvement in vandalism or illegal activity.

3. If any part of your membership fees are not paid in full within 30 days of being due.

4. If you give us details that you know to be false when applying for membership and these false details may have reasonably affected our decision to grant you membership.

If we end your membership for any of the reasons above, we reserve the right to retain part of the money you have paid to us under these Conditions to cover any reasonable costs we have to pay as a result of you breaking the terms of the contract.

If we end your membership as a result of point 3 above, we also have the right to claim from you, and add to your debt, the fees for the whole of the calendar month in which we end your membership.

It is not within our policy to freeze memberships, however if you have any queries please contact the membership team for more information.

7. HOW YOU SHOULD CONTACT US

You must send any written notice or form (for example, a notice to end membership) by post, email, or hand-deliver it to the Main Reception. You must address the notice or form to the Membership Team at Hoar Cross Hall. Full contact details are available from the Membership Office or Main Reception, or on our website (baronseden.com/hoar-cross-hall). Only notices delivered to us in these ways will be considered valid notice.

8. YOUR CONTACT DETAILS

You must keep us up to date with any changes to your contact details by filling in a membership amends form and handing it to Main Reception. If we do not receive a membership amends form from you and your contact details change, we will send any notice to the email or postal address we have on our records and this will be considered valid notice to you, under these conditions.

9. OUR PRIVACY POLICY

We take the privacy of our members seriously. This section explains the way in which we will use your personal information. If you have any requests about your personal information, please let us know. We will collect personal information from you through your membership application form, membership amends form(s), and pre-activity questionnaire, as well as information you provide on our website (baronseden.com/hoar-cross-hall) or through your involvement with us, including information you provide for our other services (for example, personal training sessions) and competitions. This information is used by us to understand your needs, to improve our products and services, for internal record keeping, and to send you promotional messages about new products and services, special offers or other information that we think you may find interesting. We only do this if you opt in to receive such messages.

We can keep, for a reasonable time, copies of all documents and information you have provided as part of your membership application and as a member, even if we refuse your application for membership or if you or we end your membership for any reason. This includes information relating to your physical and mental well-being, as shown on the pre-activity questionnaire or provided to any of our staff. We will keep any information relating to your well-being confidential and will not use it for marketing purposes or reveal it to anyone else (other than to an organisation that takes over our business or to which we transfer our rights and obligations under this Contract).

10. COVID-19

If you or anyone in your home presents with any Covid-19 symptoms, please do not visit the spa, follow UK government guidance regarding isolation periods and inform us as soon as possible.

11. MARKETING

We use social media, emails and sometimes text messages to keep you informed of membership updates, latest news, events and offers. We promise not to bombard you with too many messages and will not pass on your details to third parties.

- ☐ **Tick here if you would like to receive emails from us.**
- ☐ **Tick here if you would like to receive text messages from us.**
- ☐ **Tick here if you would like to receive communications by post from us.**

Once you have read these Conditions and are happy that you understand them, please sign below. If there is anything that you do not understand, please ask us for an explanation and we will be happy to help.

Name: _____

Signature: _____

Date: _____

The Contract between you and us will come into force when you sign these Conditions.