



TERMS & CONDITIONS for Health Club Membership

The Company reserves the right to verify or require proof of information provided by the member to ensure eligibility for the applicable membership and acceptance for membership is at the sole discretion of the Company.

Health and Wellbeing:

Members must complete a Medical Questionnaire (P-ARQ)

If you answer 'YES' to any of the questions we may ask you to seek medical advice from a GP or Medical Consultant as necessary to ensure that intended exercise/use will not adversely affect that member's health and physical condition.

Each member accepts membership is on the condition that it is the member's responsibility to always obtain the appropriate medical advice with regards to any exercise intended to be carried out on the premises. The member undertakes to keep the company and its employees free and harmless from liability which arises because of a breach of this condition.

This agreement is an agreement between you, **us (Horsted Health Club at East Sussex National Hotel)**. This agreement commences once the membership form is signed by you.

The Company reserves the right to alter these terms and conditions from time to time and amendments will be posted on the website:

<https://eastsussexnational.co.uk/health-club-spa> - a minimum of 14 days in advance of any change.

Contract

1. Definitions

1.1 Contract: Your Membership Agreement and these Membership Terms and Conditions (copies of which are available on the website: <https://eastsussexnational.co.uk/health-club-spa> together form the entire agreement between you and **us (Horsted Health Club at East Sussex National Hotel)**.

1.2 Initial Term: means the minimum initial Commitment Period stated in the Agreement. The Initial Commitment Period commences on the first day of the contract to the contract end date. Each contract is for a minimum 12 month period unless otherwise set out in the Membership Agreement.

1.3 Membership Agreement: The agreement setting out the member's membership type, associated subscriptions, contract terms, fees and payment type, and for renewing members on this contract, issued no less than 30 days in advance of the current term.

1.4 Membership Subscriptions: the charges payable for the category of membership as set out in the Membership Agreement.

1.5 You/Your/the Member: the named person noted on the Membership Agreement entering into this contract with the Company.

1.6 We/Us/Our/the Company.

1.7 Membership cards are issued to all current members and must be shown at the Club to gain entry on each visit. Membership cards are personal to you, you must not share, sell, lend, or otherwise allow any other person to use your membership card and any fraudulent use by the member will result in cancellation of that membership with no refund being made by the company. For Monthly payers an invoice for the remainder of your contractual period will be issued, with payment due on demand.



2. FEES AND CHARGES

2.1 Direct debit & annual payment services to you is our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below.

2.2 You will be entitled to all the rights and privileges exercisable for the type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction / annual payment.

2.3 Direct Debit - Members joining in advance of the first day of any month will be subject to a pro-rated payment (based on the annual contract value of the membership agreement) from the date of joining to the end of that month. Then followed by 11 monthly payments as per the members (You) agreement.

2.4 The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us.

2.5 Your obligations to us include payment of the Direct Debit Payment Amount. You are obligated to make the "minimum number of Direct Debit Payments" stated with the first one being paid on the 1st of the month and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below.

2.5.1 If a direct debit is not collected on the 1st of the month for whatever reason then a second attempt to collect the appropriate fees will be made on the 15th of the that month.

2.5.2 If in the case of clause 2.5.1, the following month/s direct debit will be collected on the first of each month as per clause 2.5.1

2.6 If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand (i) an initial administration fee of £25; and (ii) any and all further reasonable costs incurred by us in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us.

2.7 If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. In addition to any costs and charges incurred may be entitled to, the reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

2.8 You agree to advise us promptly of any change to the Members Details provided.

2.9 The Company reserves the right to vary the amount of subscription fees in its List of Tariffs at any time, Members will be given no less than 30 days' notice of any changes.

2.10 A member may not alter their membership category within the contract term, unless the appropriate fees are paid. No category downgrades are permitted within the contract term.

2.11 Linked members must live at the same address as the linked member (Two proofs of address may be required). The lead member is responsible for all linked membership fees. If a lead member ceases to be a member and the linked member wishes to retain their membership, the linked member must become an individual member at the subscription level applicable.

2.12 Members who lose or damage their membership card, a fee of £5 will be charged for any replacement membership cards.



3. AUTOMATIC RENEWAL

3.1 Once you have completed the Minimum Number of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 day's notice via email to

memberships@eastsussexnational.co.uk Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.

3.2 . Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting us via email memberships@eastsussexnational.co.uk (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

3.3 Annual Renewal: - the date immediately after the expiry of the previous Contract Period.

3.4 Annual Renewals – members will be notified two months prior to the end date of your contract and the full payment must be made before the start of your new contract date.

4. FREEZING

4.1 Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

4.2 Long periods away from home: This agreement may be frozen in the event you have a long holiday or working away for work. (at the discretion of the manager)

Please note – A freeze period does not affect the minimum number of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a calendar monthly basis once the freeze period has completed. Direct Debit memberships can only be frozen on a calendar monthly basis. All memberships will be extended at the end of the contract as per the length of time requested by the member, no longer than 6 months unless agreed with the Club Manager. Any Freeze will not be affected until the appropriate proof is provided and received (via email) by the Club.

5. CANCELLATION

5.1 Relocation: This agreement can be cancelled in the event that your new permanent address is more than 25 miles radius away from the facility upon receipt of a copy utility bill or bank statement showing the new address. 5.2 Long term illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 6 months or longer upon appropriate proof being provided.

5.3 Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

ANY Cancellation for the above reasons will not be affected until the appropriate proof is provided and received (via email) by the Club.

ANY other reasonable cause for cancellation will be taken into account by the Club Manager.

Please Note: Any fees refundable will be reimbursed accordingly within 30 days from acknowledgement and agreement of the members email request.



6. Cancellation by the Company

6.1 The company reserves the right to cancel or suspend membership at any time and without notice in the following circumstances:

6.1.1 If the member commits a serious or repeated breach of these terms and conditions, or the Member Health Club Rules & Regulations.

6.1.2 If any part of a membership fee due by the Member is not paid (by way of cleared funds) on or before its due date.

6.1.3 If the member provides the Company with details, which the member knows to be false, when applying for membership and the false declaration would have reasonably affected our decision to grant the specific membership to that member.

We may terminate this agreement with immediate effect on notice to you if you are in breach of the above or any other Club Rules & Regulations. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

7. Facilities:

7.1 Certain categories of membership do not include all of the services and/or club facilities. Services and facilities not included may be available at an additional charge.

7.2 The company reserves the right to make reasonable alterations to the type of facilities provided without notice and the company shall not be liable for any inconvenience caused by building or maintenance works carried out.

7.3. Open and closing times of the Club and its facilities vary throughout the year, Hours may be lengthened or shortened with or without prior notice being given at the discretion of the site management team, there will be no compensation or refunds.

7.3.1 If the facility is closed for 14 days or less then there will be no compensation or refunds.

7.4 The Company reserves the right to set aside facilities exclusively, with notice, for exhibitions, conferences, or other social events and activities and there will be no compensation or refunds.

8. Health and Safety

The Company will use its reasonable endeavours to provide a safe environment for members and guests of the club. As part of Membership, members are expected to abide by notices, signs and information provided for their safety and the safety of others.



9. Limitation of Liability

9.1 The member acknowledges that the Company's obligations and liabilities are exhaustively defined in this agreement.

9.2 Nothing in your contract shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or 3rd party contractors.

9.3 The member is responsible for the consequences of any use of Company facilities. The company will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, (including negligence) or otherwise.

9.4 The Company reserves the right to require any member to make good any damage or destruction of the premises caused by the member's negligence, default or wrongful act.

9.5 The Company's liability to compensate (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as to whether the damage was due to a negligent act or omission by the Company. The Member and the Member's guests are otherwise responsible for their personal possessions, equipment and vehicles (and their contents) parked on the Company's premises, and are advised not to bring valuable possessions onto the premises.

10. Data Protection and Privacy Policy

The Company takes the privacy of members seriously. For further details on the information we collect from you and how we use and store this information please refer to our privacy policy available on our website.

11. GENERAL TERMS

11.1 A full list of member benefits as varied from time to time are available from the Health Club Reception

11.1 You agree to comply with the Rules & Regulations of Membership.

We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.

11.2. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

11.3 We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum Number of Direct Debit Payments.

11.4 We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against **us** you must do so within the United Kingdom. Relevant UK law will apply.

11.5 If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.