

1. **The Club**

The club is a proprietary club owned by the Company whose principal objective is to provide health and leisure facilities for Club Members and their guests. The Company has appointed a General Manager, who together with the management team (the management) is responsible for the operation of the club in accordance with these rules as amended from time to time.

2. **Shorefield Memberships**

- a) Membership is subject to the rules and regulations of the club as are from time to time in force.
- b) The management reserves the right to reject an application for membership to the club.
- c) A valid membership includes access to use of the facilities. Membership is personal to the member and is non-assignable, non-transferable and non-refundable except as specified in these rules. A Member may not loan his/her/their unique membership ID or QR code to permit it to be used by anyone. The Company may assign the benefit of these agreements to any person, firm or Company at any time without notice to the member.
- d) Any membership includes additional free services of weekly one-to-one sessions and exercise classes. As these are free additional services to your membership, the management reserves the right to revoke or change these at any time. These classes are non-transferable across memberships and are subject to the Instructors' availability (including any Instructors' absence). They cannot be carried forward if unused for any reason or at any time.
- e) All memberships are available to individuals of at least 18 years of age.
- f) The management reserves the right to introduce and vary categories of membership from time to time.
- g) Upon acceptance, the member will be issued with a unique 12-digit membership ID from which a QR code can be generated by linking their ID to their Shorefield Eats app, (the ID shall remain the property of the Company and the member shall be entitled to all the rights and privileges exercisable by the type of membership for which his/her/their application has been accepted).
- h) Any member wishing to enter the club without a valid membership ID or QR code will only be admitted at the absolute discretion of the management.
- i) A driving licence or birth certificate can be used to prove the age of the youth or over 55's membership.
- j) Student identification is required as proof for student membership, which must be checked annually.
- k) To receive NHS discount, you will need to show a blue light card or another form of proof.

Local Membership

Entitles a member to use the club facilities during opening hours contract will continue to run on a month-by-month basis unless cancelled by the member, giving 30 days written notice.

Owners Membership

Entitles a member to use the club facilities during opening hours. Entitlement is restricted to 10 single family memberships for caravan and lodge owners,

Owners Seasonal Membership

Entitles a member to use the club during opening hours. Allows any family or guest, over and above the nominated single memberships, full membership whilst staying in a private unit.

Holiday Membership

Entitles a member to use the club during opening hours. Valid only for the duration of the holiday. Holiday membership fees are payable on a daily or weekly basis, or may be incorporated into the holiday booking fee.

3. **Initial Joining Fee and Membership Dues**

- a) All members shall pay an initial joining fee in the sum specified overleaf upon becoming a member of the club which shall become due immediately upon the member being accepted as a member. Joining fees are subject to change without notice.
- b) Membership is payable in advance, annually or monthly by direct debit.
- c) Membership fees may be increased annually at the discretion of the management.

4. **Limitation of Liability**

- a) In consideration of the management accepting his/her/their application for membership of the club, and for he/she/they becoming and remaining a member of the club, the member agrees that:
 - i) Neither the Company, nor its employees or agents shall be liable for any loss, damage or theft of any property belonging to, or brought onto the club premises by the member or any guest of the member, occurring upon the club premises unless caused by negligence of the management, employees or agents of the Company.
 - ii) Neither the Company, nor any employees or agents of the Company shall be responsible for any death, personal injury or illness occurring upon the club premises or as a result of the use of the facilities and/or equipment provided by the club, except to the extent that such death, personal injury or illness arising from any negligent act or omission of the Company or its employee or agent.

5. **Physical Condition of member**

- a) The member warrants and represents that he/she/they is in good physical condition and that he/she/they know(s) of no medical or other reason why he/she/they is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her/their health, safety, comfort or physical condition.
- b) The member shall not use any club facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other members.

6. **Expulsion of Members and Termination of Membership**

- a) The management may terminate the membership of any member:
 - i) Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of complaint by another member or members, is such that in the reasonable opinion of the Company, it may be injurious to the character or interests of the club, or is such that it renders the member unfit to associate with other members of the club. Without notice and with immediate effect if the member shall have committed any breach of these terms and conditions or of the rules and regulations of the club as are from time to time in force.
 - ii) If any part of the Initial subscription fee or the monthly membership charge which is due and payable remains unpaid after the due date for payment.
 - iii) Upon notice in writing, if the Company is of the opinion that, the member is not a suitable individual for continued membership of the club.
 - iv) Any lapses in membership, including monthly direct debit, will result in the joining fee being re-charged on return. All decisions of the Management under this clause are final and binding.
- b) A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect without claim for any refund of his/her/their initial joining fee or monthly membership charges other than any monthly membership charges paid in advance and shall remain liable for any part of the initial joining fee which remains due and owing to the Company at the date of termination of membership. On termination of his/her/their membership, the member shall return forthwith any evidence of membership provided to that member by the club, they shall settle any outstanding debts, and their unique membership ID will be suspended.

7. Cancellation

- a) Health & Fitness Club members must give 30 days written notice of cancellation after the expiration of the 3-month period. Following the 3-month period where no notice is given the Health & Fitness Club will continue on a monthly basis at the then current rate.
- b) All subscriptions and dues must be fully paid up to date at the time of cancellation.

8. Guests

- a) Members introducing guests shall ensure that their guests complete a guest pass form and pay the current guest fee for a guest membership ID.
- b) Guests must always be accompanied by the member introducing them who will be responsible for their guest's actions whilst on the club premises.
- c) No more than three guests may be introduced to the club at any one time by the same member. Prior approval may be granted by the management for additional guest entry.
- d) Members can only sign in the same guest a maximum of 6 times.
- e) Guests with a valid guest membership ID will have the same membership privileges as the member who is escorting them and will be subject to the same rules. It is the responsibility of the member introducing a guest to ensure that their guest complies with the club rules.
- f) The management reserves the right to exclude any guest from the club without giving any reason for so doing and may introduce guests to the club or regulate the charges levied for guest passes from time to time.
- g) Ex staff are not allowed in as members' guests.
- h) Anyone found allowing non-members into the facilities without paying the guest fee will have their membership suspended.

9. Children (0-16)

- a) Children under the age of 16 years may use certain facilities of the club during permitted hours as determined by the management from time to time.
- b) Children under the age of 8 years old must be accompanied by an adult member (16 years plus) at all times who are responsible for their behaviour.
- c) The management may specify certain programmes, classes and activities where children may participate without adult supervision.
- d) You are responsible for the behaviour and actions of your children (and of any nanny) at all times while they are at the club or using the facilities. We can suspend or end your membership if the membership agreement and the rules and regulations are broken by your child (or nanny supervising that child).
- e) All children over 8 years old require their own unique 12-digit membership ID and/or QR code.

10. Dress

- a) Appropriate clean clothing and shoes must be worn at all times in the club (and during classes unless specifically otherwise advised by an instructor). Trainers must be worn whilst using the equipment in the gymnasium.

11. Reservations

- a) All reservations for services and/or programmes may be made up to 14 days in advance. 24 hours notice is required to cancel a reservation. If shorter notice is given, the member who made the reservation will be charged for in full unless the booking can be re-booked.
- b) The management reserves the right to refuse to re-book a member who cancels or fails to keep an appointment for services and/or programmes repeatedly.

12. Conduct

- a) Members and guests should use the equipment and facilities in accordance with the advice given by club staff and/or by notices suitably posted. Members and guests shall not abuse the equipment or facilities of the club and any damage to club property shall be paid for by any member or guest who wilfully or negligently causes such damage.
- b) Disorderly, rude or offensive behaviour will result in the termination of membership and for the purpose of this rule a single breach will be regarded as "serious".
- c) No member or guest shall bring intoxicating liquor or food into the club.
- d) Smoking is not permitted in any part of the club or reception area with the exception of certain designated areas allowed by the management from time to time.
- e) In the interest of health and hygiene, all club users are requested to shower prior to entering and exiting the sauna/steam room.
- f) Members or guests may not use the facilities of the club while under the influence of alcohol, narcotics or other mood-altering substances.
- g) Members and their guests use the swimming pool/spa areas which are supervised, at their own risk and the management do not accept responsibility for any harm or injury to any member or guest, unless caused by negligence of the management, employees or agents of the Company. No running, jumping or diving in the pool/spa are allowed.
- h) Cars parked in the club car park or elsewhere on the premises of the club and all contents in them are left at the owners' risk and the Company will accept no liability for loss or damage in respect thereof, unless caused by negligence of the management, employees or agents of the Company.
- i) For security reasons, members guests are asked to store personal belongings and valuables in the lockers provided. Keys for the use of lockers are on a coin return basis. Lockers are provided on a daily basis only and items left overnight will be removed from the lockers and retained for a reasonable period of time appropriate to their value and will subsequently be disposed.
- j) All members and their guests must take a small towel into the gymnasium when working out in order to wipe down the equipment as a courtesy to the next user.

13. Other

- a) The management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.
- b) The management may from time to time wish to show potential members or others around the club and allow them to use the club facilities on a trial basis and reserves the right to do so.
- c) The club's normal hours of operation and the hours in which any facilities within the club are available to members are obtainable from the Company upon request. The management reserves the right to adjust the hours for the purpose of cleaning, decorating, repairs or for special functions and holidays. The management shall endeavour to give reasonable notice of any lengthening, shortening or alteration of such hours.
- d) The management reserves the right to hold private functions in part of the club from time to time and will advise members in advance on the club notice board of any changes in restaurant opening hours, alterations to the club schedule to accommodate such functions.
- e) Intoxicating liquor may be sold and supplied in the club upon the conditions set out in the hours permitted by an On License granted by the Licensing Justices. Copies of such licenses will be available on the club premises and members and visitors are expected to familiarise themselves with the terms and conditions and to co-operate with the Company in the observance of them.
- f) The failure of the management or the Company to enforce any of their respective rights at any time for any period shall not be construed as a waiver of such rights.

14. Swimming Pool

- a) We can reserve the pool at certain times for adults only, swimming lessons or children's parties. We will advertise the details of these times around the club and reception areas.
- b) You and your guests will use the swimming pool area at your own risk. Children under 8 are not permitted in the pool areas and swimming pools unless accompanied by an adult guardian (16+) IN THE WATER who is responsible for their conduct and safety at all times. A maximum of 2 children under 8 may be supervised by a responsible guardian (16+).
- c) For health and hygiene reasons, you must shower before entering the pool and spa bath. We provide showers in the changing area.
- d) We do not allow radios, lilos, flippers, snorkels or anything that we believe will affect the other users of the pool.
- e) Additional usage rules for the Fitness Club are located within the club itself or please speak to member of the Fitness Team for further guidance and information.
- f) The use of camera's, camcorders or Picture mobile phones is strictly prohibited on poolside unless in closed private sessions.
- g) There will be a system in place during busier periods to access the pool.

15. This code can be altered at the discretion of Shorefield Holidays Limited.