

## **MEMBERSHIP TERMS AND CONDITIONS**

### **BECOMING A MEMBER AND PAYMENTS**

1. Our memberships are available for an initial minimum term of 6 months or 12 months.
2. Memberships can be paid either upfront by lump sum or by monthly direct debit. If you choose to pay your membership monthly by direct debit, there will be an additional charge which will mean the total amount payable for your membership will be greater than if you choose to pay as a lump sum upfront.
3. Members who elect to take the 12-month upfront lump sum plan will be entitled to 2 months free membership in the absence of finance charges i.e., the membership period will cover 14 months. Members who elect to take the 6 months upfront lump sum plan will be entitled to 1 month's free membership i.e., membership period will cover 7 months.
  
4. The direct debit for all members is collected on or around the 3<sup>rd</sup> of each month. Collection dates cannot be amended to a date of the member's choice. Join date 1<sup>st</sup> to 20<sup>th</sup>: upon joining, the member will pay a pro-rotta payment for the remainder of the month and the monthly subscription will be collected by direct debit on or around the 3<sup>rd</sup> of the next month. Join date 21<sup>st</sup> – 31<sup>st</sup>: upon joining, the member will pay a pro-rotta payment for the remainder of the month and the first monthly subscription will be collected mid-month by direct debit. Thereafter the collection will revert back to on or around the 3<sup>rd</sup> of each month. If a direct debit is returned from the bank as a 'refer to payer/insufficient funds' a further direct debit will be attempted mid-month if the amount owed is still outstanding. As from the following month, your payment will be requested on the 3<sup>rd</sup> of the month.
5. If you are paying by direct debit and you fall behind with your membership fees and this is not caused by a bank error, we may charge reasonable administration fees, suspend, or cancel your membership. We may pass your details to a debt collection company to recover any outstanding payments.
6. We may decide to increase our membership fees, but your fees will not increase in your initial minimum term of membership (unless you do not provide ID for a membership type that requires it, for example a student membership). We will give you a minimum of 14 days' notice of any fee change. If you pay your membership fees up front as a lump sum payment, we will only review your membership fees when your membership is due for renewal unless a junior membership type needs upgrading to peak upon turning 16 years old.

### **PRODUCTS AND SERVICES**

7. Personal trainers (PTs) at our clubs are self-employed and any service they provide or any other third party provides is a contract between them and you. We will not be liable for, or responsible for any monies paid to a PT or other third party. PT and other third-party services are arranged directly with the trainer or third party and not with us

### **FREEZE YOUR MEMBERSHIP**

8. If you need to take a temporary break from your membership for any reason you can freeze from month 2 of your membership. You can freeze for an initial period of up to 3 months and there is a £5 monthly fee which will be collected by direct debit instead of your normal monthly fee. Please do not cancel your direct debit instruction. A notice period of 10 days is required before the next direct debit is due. Please note you are not able to cancel your membership whilst on suspension, the standard 30 days notice is required. If you pay a lump sum upfront, you will be required to pay the £5 per month up front for each month you wish to freeze. Your membership will then be extended by the amount of months taken and your renewal date will be amended accordingly.

9. You may be able to freeze your membership free of charge for medical reasons. A free medical freeze can be applied, for between 1 and 12 calendar months, as long as you provide us with recently dated acceptable medical evidence to cover you for the rest of the requested freeze period.

10. If you freeze your membership within your initial minimum term, these 'frozen months' do not count towards your initial minimum term. We may decide to increase the fee for freezing your membership, but we will not do this while you are on a freeze.

## CANCEL YOUR MEMBERSHIP

11. You are responsible for cancelling your direct debit after we have processed your cancellation and any payments relating to notice periods have been taken. We are entitled to keep any membership fees we receive if you have not cancelled your direct debit instruction with your bank and you have not given us the correct notice to cancel.

12. You can cancel your membership for any reason within 10 days of joining. You will not be charged for any usage during this period.

13. If you pay your membership fees monthly by direct debit, you can cease your membership at, or to coincide with, the end of your initial minimum term. If you wish to continue with your membership at the end of your minimum term with no change of plan type, you need do nothing more, your payments will continue to be collected by direct debit. If you wish to change plan or do not wish to continue with your membership, please give us one full month's notice effective from the end of the calendar month in writing via [leisure@wrightingtonhotel.co.uk](mailto:leisure@wrightingtonhotel.co.uk) or by contacting leisure reception to complete a cancellation form.

14. You can cancel your membership at any time if your circumstances change to such an extent that we are satisfied it is not possible for you to continue to use the club's facilities (for example, due to medical reasons, if you are made redundant or if you move to an area which is more than 5 miles from the health club).

15. To cancel your membership for medical reasons, you will need to give us notice and provide the documents we ask for as proof of the change in your circumstances. During the initial membership term, you must continue to pay your membership fees each month until you have provided the evidence requested and we are satisfied with it. Upon receipt of your documents, your membership will be cancelled prior to your next monthly direct debit being collected. We will refund any fees you have paid up front, as a lump sum membership for the period that has not yet passed once your cancellation has taken effect.

16. To cancel your membership for a non-medical change in circumstances (for example, you are made redundant or move to an area which is more than 5 miles from your home club) you must provide suitable proof of your change in circumstance. During the initial membership term, you must continue to pay your membership fees each month until you have provided evidence of your change in circumstance and we are satisfied with it. Upon receipt of your documents, your membership will be cancelled prior to your next monthly direct debit being collected. We will refund any fees you have paid up front, as a lump sum membership for the period that has not yet passed once your cancellation has taken effect.

17. We can cancel your membership if: you have seriously broken the club rules or any terms of this contract; you do not pay any fee or charge within seven days of the date it was due, and we have contacted you to you and given you a further 14 days to pay (so the fee or charge is more than 21 days late); we permanently closes (if this happens, we will refund any membership fees you have paid upfront for the period of membership that has not yet been completed); or for any other reason if we consider it necessary to end your contract.

18. If you pay your membership fees upfront in one single lump sum, your membership will automatically end once you have completed this term, unless you choose to renew your membership.

## MISCELLANEOUS TERMS

19. Members must be 16 years old for a peak membership. Memberships are available for children aged between 5 and 15 years old. Please ask for details at reception for 'Gym Kids' rules regarding use of the gym for children aged 8 – 15 years old.

20. You agree to provide a recent photograph for the purposes of your membership and to comply with

our 'Gym Rules', which is displayed in your club and on the hotel website and extends to opening hours, use of facilities and your conduct. We may change our gym rules if we feel this is reasonably necessary.

21. 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.

22. There may be occasions where we have to close all, or part of, the gym where you train. In such circumstances, you will not be entitled to any partial or full refund. We will endeavour to advise you in advance where possible unless the issue is urgent or an emergency. Where possible we will try to ensure that any such closures are in off peak hours and are kept to a minimum.

23. We will not be liable for or responsible for any failure to perform any of our obligations under this agreement, which are caused by any event that is outside our reasonable control.

24. Our staff, agents and subcontractors are not medically qualified so if you have any doubts about your fitness or capability to exercise, we strongly recommend that you get advice from a doctor first. Please be aware that our swimming pool is not under constant supervision. If you have a medical condition that may affect your safety or wellbeing, we strongly advise you are accompanied whilst swimming. For safety reasons, you are responsible for correctly using all club facilities and reading club signs and agree to keep to the conditions in the Member Health Pledge, which is available on the website. We strongly advise that all members complete an induction to the gym, and you should ask for one if we do not offer you one. If you are not sure how to use any equipment, always ask a member of staff.

25. We can transfer all or any part of our rights or responsibilities under this contract to another organisation, but this will not affect your rights under the contract.

## INFORMATION ABOUT US

26. Wrightington Hotel, Health Club & Spa (company number 7283892) is a company registered in England and Wales.

27. If you have any questions please contact us on [leisure@wrightingtonhotel.co.uk](mailto:leisure@wrightingtonhotel.co.uk). Any complaints unresolved at the time of incident will be referred to and dealt with by the Health Club Manager.

28. We can make reasonable changes to these terms and conditions at any time. Additional terms and conditions might be agreed on specific membership type's i.e., corporate, partnerships, promotions etc. Such terms will be shown in conjunction with any offer or agreement and may supersede these terms which will be agreed in writing.

These Terms & Conditions were updated on 15.07.2021