

ANGUS HOTEL LEISURE CLUB

Terms & Conditions

1 Definitions

- 1.1 **Application Form:** the Membership Application, including summarised Club Rules
- 1.2 **Children;** under 16 years and accompanied by a member
- 1.2a Young Person; under 18 but over 16
- 1.3 **The Club Rules; the terms and conditions** set out in sections 1 – 12 below together with the Application form and any additional rules required by statute.
- 1.4 **AHLC, Angus Hotel Leisure Club,** The Angus Hotel, Wellmeadow, Blairgowrie, PH10 6NQ, Tel. 01250 872 455
- 1.5 **Fees**
Fees fall into the following categories:
Guest Fee: charge for guests for members to use the facilities (excluding the Solarium and Beauty Treatments)
Joining Fee: payment made on joining the club according to category of membership.
Monthly Membership Fees: fees paid in advance by monthly by Direct Debit for a minimum of 12 months. If you stop paying the monthly fee, we reserve the right to recover outstanding monies.
Advance Membership Fees: fees paid 12 months in advance.
Corporate Contract: membership paid by monthly Direct Debit for a minimum of 12 months. If you stop paying the monthly fee, we reserve the right to recover outstanding monies.
Other Fees; for example, locker rents, beauty therapy, tanning, bar/restaurant, crèche and any other services if and when available.
The club reserves the right to change the fees from time to time.
- 1.6 **Minimum Notice Period;** (MNP) AHLC must receive 1 calendar months' notice no later than the first day of the month before the month that cancellation is due to take place. (For example, if you wish to cancel your membership on 1st April, AHLC must receive notice no later than 1st March). AHLC will issue a cancellation reference. It is the member's responsibility to keep a record of the reference as proof of cancellation.
- 1.7 **Members:** accepted applicants and their children. If the applicant is under 18 a parent or guardian must sign the agreement.
- 1.8 **Individual Member:** accepted applicants aged from 18 to retirement age (see 1.7). If the applicant is under 18 a parent or guardian must sign the agreement.
- 1.9 **Classic Member:** accepted applicants who are of an age whereby they are entitled to receive the State Pension; currently 60 for a woman and 65 for a man.
- 1.10 **Associate Member:** either a spouse or partner over the age of 18 and over, and/or up to four accepted applicants aged under 18 **all of whom live at the same address.**

2 Club Rules

- 2.1 There is a strict **NO SMOKING** policy throughout the leisure complex.
- 2.2 All members **MUST** swipe the membership card (plus sign in and out guests) at Reception.
- 2.3 The wearing of all outdoor shoes is strictly prohibited in the pool area.
- 2.4 Food & Drink, Inflatable Balls, Glass (drinks glasses, shampoo bottles etc) must not be taken into the pool area.
- 2.5 The ALHC's Code of Conduct (see section 10) must be adhered to at all times.
- 2.6 Children under 16 years & all non-swimmers must be accompanied by a competent adult swimmer.
- 2.7 You must carefully read the instructions for the spa bath & solarium before use.
- 2.8 Only members can sign guests in & out of the leisure facilities.
- 2.9 Four guests maximum are allowed per month with a maximum of two guests allowed on any individual visit
- 2.10 You must consult a doctor before commencing a new exercise regime.
- 2.11 Advance Membership fees will not be refunded on cancellation of membership.
- 2.12 In signing the Application Form, you agree to pay AHLC fees and comply with the club rules.

- 2.13 We may sell or transfer the benefit of our agreement with you or the ownership of the club to another person, firm or company at any time without notice to Members and your membership of the club will continue to be valid. We will endeavour to give notice where possible.
- 2.14 If we intend to temporarily change the club rules, amendments will be displayed in reception. Permanent changes will only be made after giving at least one month's notice. You may cancel your membership if these changes are unacceptable after giving AHLC one calendar month's notice in writing of the date you wish to cancel your membership (For example, if you wish to cancel your membership on 1st April, AHLC must receive notice no later than 1st March).

3 About Your membership

- 3.1 Your membership offers you use of all AHLC facilities either between the hours of 7.00am and 9.00pm Monday – Sunday for Full Members and 9.00am and 4pm Monday to Friday for Off-Peak Members (please note that in both cases the later time shown is not a last entry time but the time that all members must have vacated the swimming pool area).
- 3.2 We may terminate your membership without notice if you repeatedly or seriously break the rules.
- 3.3 We operate a cooling off period offering a 14 day money back guarantee.

4 Your membership card

- 4.1 You will receive a membership card. You must swipe/present your membership card to gain entry to the AHLC. If you forget your card proof of identity may be required. If your card is lost, you will be charged **£5.00 for a replacement.**
- 4.2 Membership is personal to you and cannot be transferred to another person.

5 Suspension of Membership

- 5.1 Suspension of your membership for a continuous period of at least 2 but no more than 6 months is available at the discretion of management. (Suspension can only be applied from the 1st of the month). A reduced fee will be charged during the suspension period. On receipt of the suspension charge, your expiry date will be extended by the duration of the suspension period.
- 5.2 Suspension cannot be applied retrospectively.
- 5.3 Request to suspend membership must be in writing to AHLC.

6 Repair or Removal of Club Facilities

- 6.1 To provide the highest standards of facilities it is necessary to carry out repairs from time to time. If the swimming pool or any other facility is unavailable for more than 10 consecutive days, you will receive a credit against your monthly membership fee or an extension to your annual expiry date.

7 Cancellation By You

- 7.1 If you wish to cancel your membership please write to the AHLC referring to clause 1.6 advising the notice we require.
- 7.2 Annual contracts cannot be cancelled but may be transferred to another member of AHLC at the management's discretion.

8 Guests

- 8.1 You may bring up to four guests per month(maximum two per visit) to the club. A guest will be charged. Each guest must complete the relevant forms and you must accompany your guests ensuring that they comply with the club rules.
- 8.2 Guest admission may be restricted at certain peak times.
- 8.3 We reserve the right to refuse admission to a guest for reasons of health and safety or if the proposed guest does not comply with the Conduct section of these rules.(Section 10)

9 Your children

- 9.1 Children, under the age of 16, must be accompanied and supervised by an adult member. You must ensure that your children only use the facilities permitted, which are clearly indicated.

10 Conduct

- 10.1 You must wear appropriate clothes and shoes in the club and in the interest of health and hygiene; you must shower before entering the pool, spa bath or sauna areas.
- 10.2 You and your guests must not:
- a) Abuse the equipment or facilities of the club. Any wilful, negligent or deliberate damage to club property must be paid for.
 - b) Behave in a disorderly, violent or rude manner or in a manner that causes offence or distress or annoyance. To members/guests or club staff.
 - c) Dive or indulge in horseplay (e.g. running, jumping into pool etc.)
 - d) Smoke in any part of the club
 - e) Bring alcoholic or intoxicating liquor, narcotics or other mood altering substances into the club.
 - f) Use the facilities of the club while under the influence of alcohol, narcotics or other mood altering substances.
- 10.3 Consume alcohol in any areas other than those specified.
- 10.4 We reserve the right to refuse admission or ask you or your guest to leave the club if we reasonably believe that you or your guest is in breach of any section of the rule 10.2.
- 10.5 Application for membership is at the discretion of the AHLC.

11 Disclaimer

- 11.1 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement or to a reasonable standard or breach any duties imposed on us by law (including if we cause the death or personal injury to you by our negligence) unless that failure is attributed to:
- i) your own fault;(including compliance with health and safety signage and club staff instruction)
 - ii) a third party unconnected with our provision of services under agreement: or
 - iii) events, which neither our suppliers nor we could have foreseen even if we had taken all reasonable care.
- 11.2 We are not insured for any loss damage of theft of your personal property or that of your guests, which may occur on club premises.

12 Other

- 12.1 We reserve the right to;
- a) Vary, revoke or add to these rules. If you are unhappy with the variation, please refer to section 2.14 of these rules.
 - b) Alter the operating hours of the club
 - c) Alter certain facilities on a temporary basis for decorating, clearing, essential repairs or maintenance of equipment and special events.
 - d) Refuse to re-book an appointment for you if you repeatedly cancel.
 - e) Show potential customers and other individuals the facilities of the club and to allow them access on a trial basis.
 - f) Use any photographs of members/guests for promotional purposes.
 - g) Items left in lockers overnight, may be removed. We reserve the right to inspect the contents of lockers in the interests of security.