

# THE GYM

AT THE MERCHANT HOTEL

## The Merchant Gymnasium Terms & Conditions

Members of The Gymnasium at The Merchant Hotel Ltd are bound, as a condition of their membership, to comply with the regulations of The Merchant Gymnasium Terms & Conditions. These have been drawn up to ensure that all members and guests are assured of a relaxing and enjoyable experience. Should you have any questions regarding any part of this document please raise these with a member of The Spa & The Gymnasium Management Team.

Definitions: The Gymnasium”, “us”, “we”, “our” means The Merchant Hotel Ltd; Member”, “you” and your” means the member named overleaf. Club” means The Gymnasium at The Merchant Hotel Ltd.

### 1. Membership

#### Joining

- 1.1 Members must be ages 18 years plus.
- 1.2 Your membership is set out overleaf.

#### Fees and Charges

- 1.3 Start-up fees apply as set out overleaf which are payable immediately upon becoming a member. These fees are not refundable because they cover our reasonable administration and/or product costs.
- 1.4 The Merchant Hotel Ltd reserves the right to increase the joining and subscriptions fees. Any increases will be given no less than one months' written notice.
- 1.5 Membership fees are detailed overleaf. Membership fees are payable annually or monthly by Direct Debit. Membership fees paid by monthly instalments are payable on the first day of each calendar month.
- 1.6 You are required to nominate a credit or debit cards as an alternative method of payment which you agree we may use should the primary payment method fail for any reason.
- 1.7 Direct Debit payments which fail at the bank on 1st attempt are subject to a £5.00 late payment fee. This will be requested when we resend for your payment within 5days of the initial payment failing.

#### Facilities and services

- 1.8 In order to gain access to The Gymnasium you must always produce your membership card.
- 1.9 You must not loan your membership card to or permit its use by anyone else.
- 1.10 We reserve the right to close The Gymnasium or areas of our club from time to time at our discretion e.g. for maintenance repairs, refurbishment, cleaning or local emergencies.
- 1.11 We also reserve the right at any time, and without notice, to set aside facilities for exhibitions or other social events and activities.



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## 2. Usage

### Conduct

- 2.1 Persons under 18 years are not permitted to use The Gymnasium, outdoor terrace, hot tub or heat experiences.
- 2.2 No crockery or glass ware is permitted in the changing rooms, fitness areas or any wet areas.
- 2.3 No pets allowed, with the exception of guide dogs.
- 2.4 Fire Exits are visible and clearly marked. Members and guests must not interfere with these doors for any reasons.
- 2.5 Lost property found on the premises should be handed in to The Gymnasium reception. Any lost property enquires should also be made at The Gymnasium reception. Items will be stored for 4 weeks.

### Outdoor Terrace, Hydro Tub and Heat Experiences

- 2.6 No running, jumping or diving in the hot tub is allowed.
- 2.7 All members and guests must shower before entering the hot tub or heat experiences. Shaving is not permitted in these areas. Members with verruca's, athletes' foot or similar communicable maladies may not use the hot tub or heat experiences.
- 2.8 Radios, mobile phones and other electronic equipment are not permitted in these areas. Anyone videoing or on video chats will be asked to leave.

### Your physical conditions

- 2.9 Our staff, agents and subcontractors are not medically qualified. If you have any doubts about your fitness or capability to undertake physical exercise, we strongly recommend that you take independent medical advice before undertaking any exercise.
- 2.10 You may not use any of our facilities whilst suffering from any infection or contagious illness that could affect others within The Gymnasium.

### Limitation of Liability

- 2.11 Neither us, our employees, agents or sub-contractors will be liable to you for any loss, damage or theft of any property brought onto any of our premises (also including damage to vehicles or their contents); or any death, personal injury or illness occurring on any of our premises (including that caused by use of facilities and/or equipment unless caused by our employees, agents or subcontractors or our negligent act or omission.)
- 2.12 You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult one of our representatives before use.
- 2.13 Some areas of our clubs are unsupervised, and we do not accept responsibility for any harm or injury to you while using them unless caused by our employees, agents, subcontractors or our negligent act or omission.



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## 3. Membership Term

### Membership duration

- 3.1 Your membership is for a period of 3 minimum months as detailed overleaf. Your membership will automatically continue indefinitely at the prevailing rate subject to the termination provisions set out below.
- 3.2 Other than the first 3 months you may freeze your membership for 3 months (minimum) to 6 months (maximum) subject to giving us written notice by the 16th of the month prior to the start of the freeze. Reduced membership fees will apply during any such period at the prevailing rates and access to our club will be suspended. Your minimum contract period will be extended by the number of months for which you freeze, and full membership fees must be paid due at the minimum number of months confirmed overleaf before cancellation can be effective.
- 3.3 A suspension of membership is at the discretion of the Gymnasium Management, and an administrative fee may be levied.

### Termination by you

- 3.4 You are required to give 1 months written notice of termination which will commence on the first day of the following month and expire on the last day of that month. This does not apply if you are within the minimum contract period, although notice may be given to coincide with the end of that period.
- 3.5 We are entitled to retain any membership fees where you have cancelled your Direct Debit instruction with your bank and have not given valid notice.

### Termination by us

- 3.6 We may terminate your membership without notice if in our reasonable opinion; continued membership is likely to be injurious to the character and interests of our club, e.g. Abusive or threatening behaviour, vandalism or illegal activity.
- 3.7 We may terminate your membership with immediate effect if i) you have breached any terms and conditions of this contract; or ii) membership fees or other charges remain unpaid 28 days after the due date, provided that we have given you written notice of the breach and you have not remedied it within 14 days of the notification date.
- 3.8 We may also terminate your membership with immediate effect if our club ceases operation.



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## 4. Miscellaneous

- 4.1 The Spa & The Gymnasium Manager, whose decision shall be final, shall determine any dispute or difference, which may arise regarding the interpretation of these terms and conditions.
- 4.2 If any provision in these rules is declared illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
- 4.3 Any personal information you have supplied is held subject to and in accordance with the Data Protection Act 2018.
- 4.4 We may use the information you provided and any other information relating to your membership to inform you of other products and services which may be of interest by post email or telephone unless we are otherwise instructed by you. We will comply with your request as soon as possible and use our reasonable endeavours to cease using the information no later than 30 days from receipt of your notification.

The Direct Debit Guarantee. This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If there are any changes to the amount, date or frequency of your Direct Debit, The Merchant Hotel Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request The Merchant Hotel Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If an error is made in the payment of your Direct Debit, by The Merchant Hotel Ltd or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when The Merchant Hotel asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please notify us.

### The Merchant Hotel

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VAT Registration No. 617744720 Company No. NI 069041

By signing below you agree to the above Terms & Conditions:

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Trainer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

