# **TERMS & CONDITIONS**

THE FOLLOWING INFORMATION HAS BEEN PRODUCED TO ENSURE THAT ALL MEMBERS ARE ASSURED OF COMFORTABLE AND ENJOYABLE EXPERIENCE ON EACH AND EVERY ONE OF THEIR VISITS

# 1. Member Definitions

- Membership fee. A fee payable by all members on a monthly or an annual basis
   Joining fee. A non-refundable fee payable
- Joining fee. A non-refundable fee payable by a prospective member upon the club accepting an application for membership.
- Tariff charge. A fee payable for the use of certain facilities.

### 2. Joining and membership fees

- Joining and membership fees shall be fixed by the club and may be altered at any time. Member will be notified (by members notice board in the club, text message, email) of any changes in the fees prior to the date of alteration.
- All members will pay a subscription beginning when the member is accepted for membership and shall be payable either annually in advance or by monthly payments in which case it will be debited from members bank account by monthly direct debt.
- 3. Renewal of memberships is due after completion of the membership period. Members are given the option to either renew their existing membership with the terms and conditions set out above or Change to a different membership tariff for which a new initial contract period will apply, or pay their memberships fee in one annual lump sum. Where members choose to renew their existing membership, members will have the ability to cancel their membership in accordance with the cancellation clauses set out in these terms and conditions. Please note that the conditionance of monthly payments to Crowne Plaza Docklands will constitute the renewal of the membership at the prevailing rate in accordance with these terms and conditions.
- All membership applications must be on the forms provided by the Club and Applicants may be subject to an interview at the discretion of the Quad.
- The Club reserves the right to reject an application for membership, or refuse admission, without ascribing any reason for so doing.
- On acceptance of an application, a Member will be provided with a membership card that will remain the property of the Quad, and upon termination of membership will be returnable to the Club on demand.
- Membership fees are payable annually or by means of a direct debiting system offered by the Club.
- 8. Member will be required to join for a minimum period of two months if paying in advice. If paying by direct debit, no minimum contract period is required, how ever, after any lapsed period members will be required to pay an administration fee or joining fee to recommence their memberships.
- Any member can cancel their direct debit by giving one-month written notice, before the 10th of every month. Cancellation has to be submitted to the club manager. If the cancellation request will not be in writing the refund will not be applicable. It is members' responsibility to ensure that they cancel their own direct debit at time of membership termination to avoid any further charges which are not refundable.
   Default and late payment:
- If your bank fails to make a due direct debit payment from your account, we will write you to advise you on this. The Payment can be done online by accessing the link which will be sent to you by email or directly at the Quad Health Club reception. We will make two attempts to take the payment via Direct Debit, if both attempts fail the membership will be terminated. To restore the membership new Bank details must be provided or annual membership option will be offered. If the due payment is not made, the Quad Health Club reserves the right to refuse the member entrance until payment is made for the rejected month independently if the facilities were used or not.
- Joining membership fee are not refundable under any circumstances.
- Any payment failure by the due date will result in an administration charge being levied.
- Membership fee will be deducted from your direct debit account around the 1st of each month. The quad club cannot be held responsible for any bank changes. If the fee cannot be deducted from your account via the direct debiting system,

membership payment will be taken using the credit/debiting card supplied on your membership application at the time of ioining.

### 3. Membership transferability

Memberships are transferable between individuals. New membership contract to be completed and Membership profile to be updated with the new member details.

# 4. Membership cards

Members must carry their cards when visiting the club and scan upon arrival and show them to the club reception or members of the club management when asked to do so. The loss of a card must be reported immediately to club reception and an administration fee of £10.00 per replacement card may be charged. Any misuse of membership cards will result in an immediate cancellation of membership.

### 5. Change of membership category

Joint members are required to become individual members in the event of the main member terminating their membership. This involves paying any additional joining fees applicable and the membership fees at the 'individual' rate rather than the 'partner' rate and by giving 1-month notice

## 6. Membership suspension

Members may apply for a temporary suspension of their membership for a period between one and six months.

2. Membership Suspension: If a member is unable to use the Club facilities due to illness, injury, or personal reasons, request can be made to suspend the membership for a continuous period between 1 & 6 months. The membership freeze request must be in writing by completing the Freeze Form at the Quad Health Club Reception. If the request of membership suspension will not be completed the refund or membership extensions will not be applicable.

#### 7. Termination of membership

- The club reserves the right refuse admission and/or to expel or suspend and member shall, in the opinion of the club, cause nuisance or annoyance to the Quad Health Club Staff and to other users of the club
- Member or Guest; and for any breach of the club rules or misuse of the club facilities, or any other reason that the club may deem inappropriate the Quad have the right to terminate the membership with immediate effect. If any of the above circumstances the membership is not refundable.
- 3. Notification of a time and place and of then alleged breach of the rules will be given to member in question and at that time and place he or she can offer an explanation to the club manager who shall have the authority to expel the member if she or he holds that the member has breached the rules in the manner alleged.

4. Membership Cancellation: The membership agreement can be terminated with a full refund within a cooling off period of 10 days from the start date. If during the cooling off period the facilities were used, a daily charge fee of £25 will be applied and deducted from the total amount paid for the membership plan. Joining membership fee are not refundable under any circumstances.

## 8. Children

- Children aged 0 to 15years inclusive may only use the club if always accompanied by an adult. The clubs access times for children are Mon-Friday 9:00-12.00 & 15:00pm-18:30pm Saturday Sunday & bank holidays 8:30-12:00pm and 16:00pm - 19:30pm
  - Children below 12yrs old are not permitted inside the Hot Tub, Sauna, or
  - Steam. Children below the age of 16yrs are not
  - permitted inside the Gym.
- Children under 16yrs must be supervised by an adult at all times. The adult must be in the water at all times that the child is in the pool
- Maximum of 2 children can be supervised by 1 adult at anytime
- Children aged 7yrs or over are not permitted to enter the opposite sex changing rooms unless special needs. The accessible toilet in the swimming pool area to be used as an alternative.

### 9. Opening Hours

- The club will open from 6.00am-10pm Mon-Sun and Bank Holidays.
   The club may at anytime, without notice.
- The club may at anytime, without notice.
  Members can sign in up till lhour prior to the facility closing time must vacate the pool, steam and sauna rooms and fitness area 15

minutes prior to closing time to allow time for showering and dressing.

# 10. Use of facilities

A member is entitled to use the club facilities, provided that the cub may at any time, without penalty, withdraw all or part of such facilities for any period or periods and with or without notice in connection with any cleaning, repair, alteration or maintenance work, or for any other reasons which the club management deem necessary.

### 11. Smoking

Please note that the club has been designed as a non-smoking environment throughout.

#### 12. Social Activities and Events The club reserves the right at any time and without notice, to set aside facilities for exhibitions or other social events and activates.

# 13. Dress Code

Members and their guest are asked to wear a form of clothing appropriate to the time of day and place on all occasions. Shirts must be worn at all times soiled sports shoes will not be permitted whatsoever. Soiled sportswear is not to be worn in the bar or restaurant.

### 14. Guest

- 1. Only members over 16 years of age may introduce guest.
- All guest must be accompanied by the member introducing them. Both the members and gest must sign in at the reception by completing a guest registration form and pay a guest fee.
- A maximum of three guest per member at any one time.
- Members must ensure that their guest abide by the rules of the club at all times and accept responsibility for their guest behaviour.
- 5. No person whose membership of the club has been terminated of whose application for memberships has at any time been refused shall be admitted as a guest.
- The club reserve's the right to refuse any person to be admitted as a guest to the club.
- Guest passes are not refundable. We advise checking the facilities prior purchasing the pass entrance.

### 15. Fitness Area

- Members and their guest are particularly advised not to undertake strenuous physical activities for which they might be medically unfit. Members and guest who have any reservation as to their physical condition are advised to seek the advice of their GP before embarking on any exercise programme.
- All members must ensure that their guest sign a disclaimer from before using the facility. All members must undergo a health check and basic supervised induction before using the facility. Members under 16 years are not permitted to use the fitness area.
- Correct footwear and clothing must be worn at all times. Access to the area may be limited in events of a class or preorganised session. Details of theses will be posted on club notice boards.

### 16. Swimming pool

No running, jumping or diving in the pool is allowed. For reasons of health and hygrine. It is necessary for all members and guest to shower before entering the pool. Members and guest with athletes foot, verrucae or other similar communicable maladies, may not use the pool. Radios, Lillo's and anything which the club in its discretion considers to be detrimental to the use of the pool and its environment are not permitted. Members and guest are asked to wear conventional swimming costumes only. The pool is not supervised and use is at member's own risk. The pool may be reserved at certain periods for adults only sessions, swimming lessons or aqua aerobic classes. Prior notice will be displayed on club notice board. No food or drink is to be taken into or consumed in pool area.

### 17. Sauna/Steam Room/Hot Tub

Children under the age of 12years are not permitted to use the facilities. Members and guest must shower after using the sauna and steam room and before using the swimming pool. Shaving is not permitted in the sauna steam room or spa.

## 18.Changing Rooms

- No children are allowed in the changing room of the opposite sex once they have reached their 7th Birthday.
- Towels must be brought back to the Quad reception after use

### 19. Lockers

For security reasons. Members and guest are asked to store personal belongings and valuables in the lockers provided. Use of lockers is on £1 coin return basis. Lockers are provided on a daily basis and items left overnight will be removed on the following day and disposed of.

### 20. Safety and Hygiene

- In the interest of safety and hygiene, no food or glasses are allowed in the changing rooms, fitness and aerobics studios and swimming pool area.
- No pets will be allowed in the club buildings or grounds with exception of guide dogs. Entry to the club is only permitted at the club reception entrance. Fire exits, which are clearly marked, are there in the interest of safety and members and guest must not interfere with theses doors for any reason. In event of a fire members and guest are asked to make their way in an orderly fashion to the nearest available exist. Cars must be parked in marked area only and must not block service roads or emergency exists.

#### 21. Lost property

All lost property found on the premises should handed in to the club reception. Items will be stored by the club for three months and then donated to local charities.

#### 22.Liability

- The club is liability any for damages or loss to member's or Guest property is strictly limited to any damages or loss suffered as a direct result of negligence of the club, its staff or tis agents. The club reserves the right in its absolute discretion, to refuse to store any such personal property of members, or guest. Property stored in lockers provided by club is stored at he owners risk and no liability for loss or damages incurred thereto will be accepted by the club.
- Vehicles, bicycles, etc parked or left in the club car park or elsewhere on the premises of the club and all contents in them or on them, are left at the owners risk and the club will accept no liability for loss or damage in respect thereof.
- 3. The club cannot accept any liability for any accidents to any members or guest that may occur on the premises or within the grounds of the club, other than liability that may arise from negligence of the club, its staff or its agents. Any member or guest who suffers an accident on the club premises or in the club ground must report the accidents, and the circumstances under which it occurred, to the club manager or the duty manager immediately following the accident.
- The Quad Club reserves the rights to charge members or club guest for any damage caused to property or equipment.

#### 23. General

- No food or drinks, alcoholic or otherwise may be brought into and consumed within the club or its grounds members who fail to take up booked activity, or fail to give the required notice will be charged an administration fee together with the activity costs if applicable. Further detail of the level of theses fees are available from reception and may vary from time to time at the sole discretion of the club manager members and guests must at all time observe the club rules a copy of which is located at reception available for inspections by members and guests and comply with any reasonable directions which the club manager may give to ensure the smooth operation of the club the frailities and the convenience of all members. Any dispute or difference which may arise4 with regard to the interpretation of theses rules shall be determined by the club manager whose decision shall be fail.
- The club reserves and all tariff charges at any time without notice individual members although notification of the change will be displayed on the club notice boards. If any provision in theses rules are declared illegal or otherwise unenforceable the remaining provision shall remain in full force and effect.
- Verbal /physical abuse towards the Quad Health Club staff or members/guest will not be tolerated and will result in immediate membership termination.
- 4. Maintenance of Club facilities: The club reserves the right to undergo maintenance activities whether planned or unplanned, and as per Quad club Health and Safety policy there will be no compensation issued unless the works will take 7 days or over. Any potential compensations are management discretion.