



Knowle Grange Health Spa Membership Terms and Conditions

1. Introduction

- 1.1. Your agreement is with us, Knowle Grange Limited, a private company registered in England & Wales (Company No. 12737205). Our contact details are available on our website www.knowlegrange.co.uk
- 1.2. Your membership agreement with us is made up of:
 - 1.2.1. These terms and conditions which replace any previous terms and conditions
 - 1.2.2. Your completed and signed membership agreement form
 - 1.2.3. The Knowle Grange Health Spa Membership Terms of Use
- 1.3. These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our staff.
- 1.4. You must comply with and agree to the rules and regulations that apply at Knowle Grange Health Spa.
- 1.5. Membership is personal and cannot be passed to any other person.
- 1.6. The Membership Terms and Conditions and the Membership Terms of Use may vary from time to time and the most up to date are available at our reception and on our website.

2. Commencement of Membership

- 2.1. The date that your membership starts is referred to as your “Joining Date” and is the date of our contract with you.
- 2.2. Your membership will start when you have:
 - 2.2.1. Completed and signed the application form
 - 2.2.2. Made the initial payments set out on the membership application form
 - 2.2.3. Completed a facilities induction

2.2.4. Completed a gym induction, unless you confirm in writing that you will not be using the gym facilities

2.3. Monthly members must also have set up a recurring debit/credit card payment.

3. Types of Membership

3.1. We offer the following three types of membership to persons aged 18 or over:

3.1.1. Individual membership – the agreement is with you only.

3.1.2. Joint membership – you and one other person joint together (both aged 18 or over). You must both live at the same address and/or be closely related.

3.1.3. Family membership – (for 3 or 4 persons all aged 18 or over). You must all live at the same address and/or be closely related.

4. Membership Fees

- 4.1. These are set out on your membership application form and can be paid either annually in advance or monthly in advance. You must pay your membership fees whether or not you actually make use of our facilities unless you have suspended your membership agreement in accordance with Paragraph 7
- 4.2. If you are unsure about the fees and any additional charges that you are paying, please contact: enquiries@knowlegrange.co.uk or speak to a member of staff.

5. Payment

- 5.1. Monthly membership fees must be settled by recurring payment on your debit/credit card. We will continue to charge you monthly until we receive notice of cancellation under Paragraph 8
- 5.2. Annual membership fees must be settled by debit/credit card.
- 5.3. Joint and family memberships must be paid by a single payor.
- 5.4. Charges will be levied for additional services. These include but are not limited to exercise classes & personal training, café purchases and spa treatments.

6. Membership Fobs and Photos

- 6.1. All members will receive a membership fob and have their photo taken for our records. You must bring your fob with you each time you visit. If you forget your fob, we may ask to see a second form of identification which is acceptable to us before we allow you to enter any of our facilities. We may delay your access to give us enough time to record your visit.
- 6.2. If you have lost your membership fob, you must obtain a replacement. There will be a charge for the replacement fob.
- 6.3. The membership fob remains the property of Knowle Grange Health Spa Ltd and must be returned upon cancellation of your membership.

7. Suspending your Membership

- 7.1. If you would like to suspend your membership, you can request us to do so in writing and/or by speaking to Knowle Grange Health Spa Management.

7.2. The suspension of any membership is at the absolute discretion of Knowle Grange Health Spa Management.

7.3. Upon an agreed suspension of your membership, a re-commencement date will also be agreed.

8. Your Right to Cancel your Membership

- 8.1. You may cancel your membership by writing to us giving not less than one calendar month notice prior to the next renewal date. Fees already paid will not be refunded and fees that fall due within the notice period will be payable, except at the absolute discretion of Knowle Grange Limited Management.
- 8.2. If one member of a joint or family membership wishes to cancel their membership, the remaining member(s) will be switched to the appropriate membership (i.e. individual, joint or family) reflecting the number of persons who remain members. The fees will be adjusted accordingly.

9. Refunds

- 9.1. If we permanently close Knowle Grange Health Spa, we will, where possible, give you at least one full calendar months' notice in writing. We will send this to the email address you have given us. We will also put a notice on our information board. We will end your membership at the end of the months' notice and refund any monthly membership fees you have already paid for the remaining commitment period.
- 9.2. We will issue any refunds due to you by the same method you made payment to us.
- 9.3. If we receive official notice (for example, from the executors of your Will or from your bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

10. Our Right to Change your Membership, these Terms and Conditions and Terms if Use

- 10.1. We may, at any time, withdraw and/or substitute a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.
- 10.2. From time to time, we may change our membership fees. We will try not to change the fee more frequently than once in a calendar year, and to ensure that any change is reasonable, but we cannot guarantee this. We will tell you about any change that will apply to you and will give you at least one months' notice before the change comes into effect.
- 10.3. We may, without notice to you, make reasonable changes to these Terms and Conditions and the Terms of Use if the changes are for the benefit of the majority of our members.

10.4. When we make changes that may affect you, we will give you notice of the changes we plan to make by displaying the changes. If you are not happy with the changes, you can cancel, as explained in Paragraph 11 of these Terms and Conditions

11. Our Rights to Cancel your Membership

11.1. We may cancel your membership without giving you notice, if:

11.1.1. You fail to make a payment due under these terms when it is due, although we will give you seven days to correct this first.

11.1.2. You seriously or repeatedly break the conditions of your membership; or you allow another person to use your membership fob to gain access to the club (unless you have notified us in writing in advance that your membership fob has been lost or stolen).

11.1.3. If you and/or any of your guests use offensive, abusive or discriminatory language or use or threaten violent, offensive or intimidating behaviour or conduct at the club, or if your behaviour or conduct does or, in our reasonable opinion, may put our employees and/or other members and/or guests at risk and/or if you behave in a manner which is persistently inappropriate and/or if we are of the view that your continued membership is not in the interests of the other members or users of Knowle Grange Health Spa.

11.2. If we end the contract in the situations set out in Paragraph 11 we will refund any membership fees you have paid in advance.

12. Events beyond our reasonable control

12.1. If we cannot provide all the services and facilities for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately by written notice. By law, we do not have to pay you compensation in these circumstances.

12.2. Reasons or events beyond our reasonable control could include but are not limited to natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic and strikes or other labour disputes (not relating to our workforce).

13. Our responsibility for loss or damage suffered by you

13.1. We only supply our services for private use. If you use the services for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.2. We are not liable in any circumstances for damaged, lost or stolen valuables whilst you or your guests are on the Club's premises, including in locked lockers in the changing rooms, in the pool area or any other part of the Club. We recommend that no items of significant value are brought to the Club.

14. Transferring your agreement

- 14.1. We may need to transfer (assign) all or part of your agreement to another company. We can do this as long as your rights under the agreement are not adversely affected or materially reduced.

15. Proof

- 15.1. We may need you to provide proof, which is satisfactory to us, of:
- 15.1.1. Your entitlement to cancel or freeze your membership; or
 - 15.1.2. Any email you sent to confirm cancellation or the date you posted your cancellation notice, or both.
- 15.2. If you cannot provide satisfactory proof, for example you cannot prove the date of postage of your cancellation notice, we will not be able to cancel your membership, and your membership may continue unless and until you do provide us with a proper and effective cancellation notice.
- 15.3. We will require a photograph to be taken as proof of identity and to be held against your membership record to validate entry. This will be taken at the time of joining.

16. Your contact details

- 16.1. We will send all letters, emails, communications and information to the address and other contact details you have given us on your membership application. You must keep us up to date with any changes to your address or other details by updating your personal details on Vagaro, by email (enquiries@knowlegrange.co.uk) or by informing us in writing.
- 16.2. If at any point we find that you have provided us with an incorrect name, address or other details which are not your own, we may cancel your membership and prevent you from using our facilities.

17. Data Protection

- 17.1. We will only process personal information you give us in accordance with the applicable data protection laws and the Knowle Grange Health Spa Privacy Policy. You can see our full privacy policy on our website at www.knowlegrange.co.uk. This includes information on how we protect your information, who we are allowed to give it to and how to exercise any of your rights in relation to it.
- 17.2. We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment. By

becoming a member, you are giving us permission to share relevant clinical information that relates to your health goals between members of our staff.

17.3. It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

18. Other Important Items

18.1. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.2. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.3. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of any breaches of this contract, that will not set a precedent for future behaviour. For example, if you are overdue with a payment but we continue to allow you to access the Club, we can still require you to make the payment at a later date.

18.4. These Terms are governed by English Law.

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