

HARTWELL SPA CLUB MEMBERSHIP CONDITIONS

Please read carefully and retain these conditions of Membership and Rules before you complete and send off your Membership Application form.

- 1. The Hartwell Spa shall be operated as a proprietary Club owned by Historic House Hotels Limited (the Club) and the Club located at Hartwell House shall be administered by the hotel General Manager and Spa Manager for the benefit of club members and hotel guests.
- 2. A person wishing to become a member of the Club shall complete the official application form, which should be submitted to the General Manager of the Club, accompanied by a cheque in respect of the membership fee, and two passport sized photographs.
- 3. The General Manager reserves the right to reject any application for membership or renewal without giving any reason for so doing, in which case any membership fee will be refunded immediately.
- 4. The successful applicant will be issued with a membership card, which will remain the property of the Club and upon termination of membership, must be returned to the Club. Membership is not transferable.
- 5. Membership will be for a period of twelve months or 30 days from payment, from the date of acceptance of membership and from each annual or monthly renewal date thereafter.
- 6. The General Manager shall determine the amount of subscription and the charges for use of the facilities. A list of charges in force will be displayed on the reception desk. Subscriptions are not refundable unless the Club is at serious fault or in breech of contract. In the event of illness certified by a doctor a member may resign by tending three months notice. A refund of up to eight months membership subscription will then be made by the Club.
- 7. Membership shall be renewed by payment to the Club of the subscription on or before the expiry date shown on the membership card. The General Manager reserves the right to refuse renewal of membership without giving a reason for the decision. Incidental expenses will be paid four-weekly by deductions through direct debit via the member's bank account. In the event of members opting to pay the annual subscription by BACS instalments, members are responsible for paying a full year's subscription. Should a member resign during the membership year, then the remainder of the year's membership is due in full and the remaining instalments will be col. The cost of recovering unpaid subscription together with interest at a contractual rate will be recovered from members.

For members electing to pay by direct debit either in instalments or as a one off payment, membership will be automatically renewed, with direct debit collection continuing. We shall write to confirm this at least 10 days before your first direct debit payment for your renewal.

- 8. Membership may be withdrawn at any time without notice at the sole discretion of the Club, if a member commits a serious breach of the membership agreement, or of the Clubs rules, gross misconduct or failure to pay the subscription.
- 9. Each member may bring up to two guests at an additional charge per guest per visit, payable on arrival. The member must remain with them and will be responsible for their behaviour throughout their stay. Except with prior consent of the General Manager, no member shall at any time introduce any guest who has frozen their membership, been rejected as a member, or had their membership terminated or suspended. A member introducing a guest shall be responsible for the good conduct of such guest whilst on hotel premises and shall ensure that such guest complies with the Rules of the Club.
- 10. Hotel guests who are resident in the hotel are automatically entitled to use the facilities of the Club. Children of residents, between the age of 6 and 16 may use the Hartwell Spa between the hours of 9.00 a.m. 10.00 a.m. and 4.00 p.m. 5.00 p.m., when accompanied by an adult of the same sex, who will be responsible for their good behaviour and safety at all times whilst on the premises. Members' children between the age of 6 and 16 may use the Hartwell Spa on Sundays between the hours of 1.00 p.m. 5.00 p.m. when accompanied by an adult.
- 11. The fitness room is unsupervised and is only to be used after assessment or instruction by staff
- 12. Members, their children and guests shall observe the directions of the Club Manager or members of the hotel management, and all rules, conditions and regulations that are displayed in the Club.
- 13. The General Manager shall be entitled, without prior notice, to vary the times at which the Club is open. Also, individual facilities may be withdrawn without prior notice. There shall be no refund of the membership fee for any variation in the facilities available or the times at which they may be used unless a significant part of the facilities of the Club is unavailable for an extended period.
- 14. The Club shall employ staff to manage the facilities, but supervision of each facility will not be possible at all times. The owner requires all users and their guests to ensure that their health and physical condition is such as not to involve any risk to themselves, or to any other person using the facilities, and reserves the right to require the withdrawal from the facility of any person who may be considered to constitute a risk. The pool area will not be supervised.
- 15. The Club will not be responsible for any loss of or damage to, property of members or guests, unless caused by the negligence of the Club.
- 16. Neither the Club nor its staff shall be responsible for any death or injury occurring upon the Club premises or as a result of the use of the facilities and equipment provided by the Club, unless caused by their negligence.
- 17. Members on an annual subscription may have a maximum of 2 months freeze per annum agreed over 1 or 2 freezes, by writing IN ADVANCE to the Spa Manager with the dates, and enclosing their membership card. A member may not use the facilities as a guest of another member whilst their own membership is frozen. RETROSPECTIVE FREEZES ARE NOT POSSIBLE IN ANY CIRCUMSTANCES.

Joint members may not freeze membership individually, but only as a couple.

A member who pays their subscription by direct debit will continue the payments throughout the period of frozen membership. After the period of frozen membership ends, the length of that period of frozen membership will be added to the subscription period, at the end of which the next subscription period will commence.

- 18. The members will accept and be bound by the above conditions relating to membership and in addition to the Rules of Conduct of the Club. The purpose of the Conditions and Rules is to ensure the better enjoyment of the facilities by users. Any dispute or difference, which may arise in regard to the interpretation of these Rules and Conditions, shall be determined by the hotel management, whose decision shall be binding on all members.
- 19. A membership is a contract between the member and the club for the period chosen, whether the subscription is paid in advance or monthly by direct debit. A request for a part refund of the subscription will be considered at the discretion of the club according to the circumstances.
- 20. Additional benefits of membership are only available to new members, members with continuous annual membership and previous members, who after a gap are starting a second year of continuous membership after re joining
- 21. The Club may amend these conditions from time to time and will inform members by posting them in the Club.