

Terms of Membership

Parties

1. Motion Health Clubs and Spa shall be operated as a propriety club run by Millenium Hotels and located at the location indicated overleaf. The club will be administered by 3d Leisure or by another nominated person. The owner shall solely determine the facilities of the club; any amendment or replacement shall be at the owner's discretion. The membership agreement (in which are incorporated these terms and conditions) is made between 3d Leisure Ltd in conjunction with Millenium Hotels and the individual applicants named overleaf.

Acceptance as a Member

1. We have an absolute discretion over whether to enter into this agreement and to accept your application for membership of the Club. If your application of membership is accepted, membership of the Club will start from the date stated on the front of this form. On acceptance, you will be issued with a membership card personal to you and you will be entitled to all the rights and privileges exercisable by the class of membership into which you have been accepted. Entry into the Club is gained on presentation of a valid membership card.

Membership

1. You must be of least 18 years of age to be a member of the Club, save as provided in clauses 4-6 below.
2. People making payment together may apply for joint membership for which a discount may be available.
3. As a member you agree to comply with the rules of membership which are displayed within the Club and relate to opening hours, use of the facilities and your conduct. We may make reasonable changes to these rules at any time provided we give you advance notice of the changes.
4. Junior membership, where applicable, shall be available to Member's children who are under the age of 16. Junior members shall be subject to the rules relating to individual members. Junior members may use the facilities at subscribed times, which are highlighted in the Club rules, and must remain under direct parent/guardian supervision at all times unless involved with organised children's activities. There must be at least one adult for every two children aged between 0-16 years old.
5. All children aged 4 or under may use the facilities free of charge in conjunction with the terms and conditions set out in this agreement.
6. Student memberships may be available from the age of 13. Please contact the club manager for more information. There will be specific times when student members can access the facilities which will be included in each clubs terms and conditions.
7. Certain types of membership do not allow you to use all of the Club's facilities and services. At our discretion, we may allow you to use services and facilities not included in your type of membership on payment of an additional charge.
8. Membership cards are only for the use of the paying member and are not transferable under any circumstances.

Membership Fees

1. All members will pay a subscription beginning when the member is accepted for membership. Subscriptions shall be payable by each member irrespective of the actual usage of the Club or change in personal circumstances and shall be payable annually in advance unless the member takes the monthly payment option in which case it will be debited from the members bank account monthly by direct debit. The fact that we allow you to pay your membership fee by monthly installments does not entitle you to terminate this agreement outside the terms and conditions of this membership agreement. The fee is set out overleaf and is not refundable during the 12 month period.
2. We may increase the membership subscription after the initial 12 month period. We shall give you a minimum of 30 days notice of any price increases.
3. It is agreed that in the event of one or more member/s join/s into a joint membership, both parties are jointly and individually responsible and liable for the contract value.
4. If any part of the monthly subscription remains unpaid after the due date for payment, all monies owing will become due for payment immediately. Any outstanding payments may result in access to the facilities being denied until paid.
5. With this Monthly Membership Plan this means you are not contracted to the initial 12 month period but just need to give one months notice in writing to the Club Manager.
6. In the case of memberships paid either annually in advance or monthly by direct debit, Members shall be entitled to renew their membership on the expiry of the initial membership period with the same payment options as in the initial membership period. Note that continuance of monthly payments to the Club at the end of the initial membership period shall be deemed to constitute renewal of the Member's membership for a further membership period at the prevailing rate in accordance with the Terms and Conditions set out in this contract.

Cancellation of Membership

1. 3d Leisure or Motion Health Clubs and Spa may cancel the Membership of any Member in the event that they commit a serious breach of the membership agreement or the Club rules. Any refunds owed will be at the absolute discretion of the management.
2. We may immediately cancel your membership if you fail to pay the applicable Fee. We may also cancel your membership for any other reason at any time by giving you one month's notice in writing. In these circumstances where we cancel for convenience, i.e. where cancellation is not as a result of your breach of the Membership Contract, we will refund you the remaining monthly or annual Fee.
3. Cancellation by a Member:
 - i. The member will not be entitled to cancel membership during the initial 12 month period of membership.
 - ii. A member may cancel their monthly direct debit membership plan only after the 6 months minimum period is completed. One calendar months notice is

needed to be given in writing to the Club Manager after the 6 months period is completed.

- iii. A member requires confirmation in writing of cancellation from the Club Manager and he/she should contact the Club Manager if this is not received within 7 days of the member giving notice to cancel. The member should provide details of the address for delivery of this written notice if this address is different from that held by the Club Manager.
 - iv. A member may cancel his/her membership within 14 days of joining the Club by resigning in writing to the Club Manager. This 14 day period commences from the start date set out overleaf. Any monies initially paid will be fully refunded to the Member.
 - v. Any frozen or suspended periods during the first 12 months will be added onto the initial 12 month period until 12 payments are received.
4. The management of the club may cancel your membership at any point and any monies outstanding or owed will be repaid. You will be notified in writing if this is the case.

Hours of Opening

1. The Club's normal hours of operation can be obtained from the management and are advertised with in the Club. Such hours may be lengthened or shortened at the entire discretion of the management with or without prior notice to members being given. Whenever possible reasonable notice of such changes will be given.

General

1. It may happen that, through circumstances beyond our control, we will be unable to provide our full range of services. We will do all we can to restore our services to normal as soon as possible. Members will still be liable for membership subscriptions during this period.
2. In the event of any default of the member, the 3d Leisure or Motion Health Clubs and Spa may disclose personal particulars contained in the membership agreement to a credit reference agency or any other party necessary in obtaining settlement of arrears.
3. Glass and crockery objects are not permitted on pool side or any wet area under any circumstances. The use of snorkelling masks are also forbidden.
4. Entry will be refused to anyone under the influence of drugs or alcohol.
5. No animals are permitted inside the Club other than Guide dogs.
6. Members may bring guests with them to use the club facilities. Any guest users will need to pay the appropriate guest fee. Members may be accompanied by a maximum of two guests at any one time, unless prior arrangements have been made with the Club Manager.
7. Only adult members are permitted to sign in guests.
8. The Club reserves the right to refuse admission to any guest.
9. Members must accept responsibility for their guests and ensure that they abide to the terms of membership. Members must be with their guests at all times.
10. Any behaviour involving other users, staff and hotel staff deemed inappropriate by the club or hotel management may be classed as a serious breach of this agreement and may result in the cancellation of your membership. This would include but is not limited to violent or aggressive behaviour, misuse of equipment, unauthorised access and theft.

Data Protection Act

1. We take the privacy of our members very seriously. If you have any requests concerning your personal information or any queries in regards to our processing please contact the Club Manager. The statements below explain how we use your personal information.
 - i. Information collected: We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition.
 - ii. Use of your information: We use your personal information for the purposes of providing and personalising our membership services and may contact you from time to time informing you of related services or products. If you do not wish to receive such information you should instruct the Club Manager accordingly, in writing. We may also contact you if you have not recently attend the facilities to offer encouragement or seek information for the reasons for your recent absence. Again if you do not wish to be contacted in this way please instruct the Club Manger in writing.