

## Galleon Leisure Club - Terms & Conditions

You should take the time to read and understand the membership agreement and the club rules before you sign the agreement.

### 1 - DEFINITIONS

#### 1.1 Application Form

The membership application, direct debit instruction, advance notice & club rules.

#### 1.2 Children / Juniors / Infants

Children under the age of 16 years of age who permanently reside in the household of a member.

#### 1.3 The Club

The Waterside Hotel & Galleon Leisure Club.

#### 1.4 The Club Rules

The terms & conditions set out in sections 1-12 below together with any other conditions stated on the application form or additional club rules required by law or statute as amended from time to time.

#### 1.5 Fees

The payment made by members in connection with their membership. The club reserves the right to change the level of the fees from time to time. The fees fall into the following categories:

**Guest User Fee:** This is a charge set by the clubs management made in respect to guests of members who wish to visit the club and use the facilities.

**Administration/Joining Fee:** Are payments incurred for the initial commencement of memberships. Additional administration fees will be charged to transfer or freeze memberships.

**Monthly Membership Fees:** These are payments made by you for use of the facilities at the club appropriate to your category of membership. They are paid monthly in advance by direct debit from your designated bank account.

**Advance Membership Fees:** These are payments made by you for the use of the facilities of the club appropriate to your category of your membership. They are paid in advance by cash, cheque or debit/credit card.

**Other Fees:** These are charges made for the sales of goods or services offered by the club and additional charges made for locker rental, beauty therapy, tanning, bar/restaurant, creche/nursery, personal training and any other services or products.

**Membership Categories.** The memberships the club honours are:

#### a) Peak Membership

Full membership and entitles full use of all club facilities, during the hours the club is open.

#### b) Off Peak Membership

Entitles the full use of the club facilities between the hours of Monday to Friday 6.30am - 4.30pm (last entry 4pm), and Weekends after 4pm till close.

#### c) Senior Membership

Entitles the full use of the club facilities between the hours of Monday to Friday 6.30am - 4.30pm (last entry 4pm), and Weekends after 4pm till close.

#### d) Joint Memberships

Entitles couples/partner living at the same address to benefit from a reduced rate. Proof will be required of living together.

#### e) Student & Corporate Memberships

Entitles the use of the club facilities as a peak member at a discounted rate. Proof of student or corporate status will be required.

#### f) Youth Memberships (16-17 years old)

Entitles the use of the club facilities as a peak member at a discounted rate. ID for proof of age may be required.

#### g) Infant (0-3 years old), Child (4-12 years old) & Junior

#### (13-15 years old) Memberships

Entitles the use of the club facilities between the hours of Monday to Sunday 6.30am - 8.30pm (last entry 8pm).

#### Membership Subscriptions:

\* Please note: use of the solariums is not included in the membership fees. Membership subscriptions shall be fixed by the club and may be altered at any time. Members will be notified in writing of any changes in subscriptions prior to the date of any alteration, at least 14 days before your next payment. The club reserves the right to reject an application for membership without ascribing any reason for doing so. On acceptance of membership, a member will be given a membership card, which remains the property of the club. Upon cancellation, the card must be returned.

#### 1.6 Members

The individuals who have applied to and been accepted by the club to use its facilities in accordance with the club rules. All head or individual members must be at least 16 years of age.

#### Physical condition of Member

a) The member warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise will not be detrimental to his/her health, safety, comfort or physical condition.

b) The member shall not use any club facilities whilst suffering from any infectious or contagious illness, disease or any other ailment such as open cuts, abrasions, open sores or minor infections where there is a risk detrimental to health, safety, comfort, or physical condition of the other members.

#### 1.7 Minimum Notice Period

The minimum notice period to cancel no-commitment direct debit memberships is 1 (one) calendar month from the date of your next Direct Debit collection. 12month agreements must see out the full 12month minimum term before handing writing notice. The direct debit will continue past the initial term until written notice is received. Paid upfront membership will cease on the agreed date, there is no need for written notice to stop membership.

#### 1.8 Transfer

An alternative to cancellation is an option to transfer your membership to a nominated third party. This request must be made in writing and is subject to management agreement. There will be a charge for this facility.

#### 1.9 You

The person entering into this contract on behalf of yourselves/ourselves and your children as identified on the application form.

### 2 - ABOUT THE CLUB

2.1 We operate the club, which has the principle object of providing health and leisure facilities, for members. The club has appointed a management team to run the club on a day-to-day basis in accordance with the club Rules. We have appointed the manager and the deputy manager of the club as the Chairman and Secretary respectively, or we can appoint other people to these offices without notice. A copy of club rules currently in force is displayed in the leisure club reception area.

2.2 The clubs management team may amend the club rules in order to ensure the health and safety of members. Temporary amendments will be displayed in the club reception area. Permanent changes to the club rules or the location of the club, "The Proposed Changes", will be made with at least 1 (one) months notice to members. If the proposed changes are not acceptable to you, then you may cancel your membership by giving us the minimum notice period and any fees paid in advance.

2.3 All fees belong to the club and refunds of fees will only be given as stated in these rules. The initial joining fees paid may not be refunded in whole or part on cancellation of the club membership by you or if your membership is terminated by us (see clause 3.3). If we terminate your membership due to non-payment of monthly membership fees (see clause 5.2) the initial subscription fee will not be refunded in whole or part.

2.4 In signing the application form, you are agreeing to:

a) Pay the fees of the club; and

b) Comply with the club rules & these terms & Conditions.

2.5 We may sell or transfer the benefit of our agreement with you or the ownership of the club to another person, firm or company at any time without notice to members. However, if this transfer results in a change of the club rules, the changes to the club rules will only be made after notice (at least one months notice) to members when you will have the same rights of cancellation as in clause 2.2

### 3 - ABOUT YOUR MEMBERSHIP

3.1 If we cease to own the club due to its sale or transfer, your membership of the club will (unless otherwise notified to you) continue to be valid.

3.2 Please inform the club in writing of any changes in your name, address membership category, tel. number or the way in which you pay your fees, by giving us the minimum notice period.

3.3 We may terminate your membership in the following situations and with the following notice periods:

a) Without notice if you repeatedly or seriously break the club rules;

b) If you do not pay fees that you owe to the club within 7days of their due date.

### 4 - YOUR MEMBERSHIP CARD

4.1 On joining the club you will be issued a membership card. Each time you visit this club you must show this card to reception staff.

4.2 Membership is personal to you and it cannot be assigned or transferred to another person and can only be refunded as stated in these rules. As such, you may not give your membership card to anyone else or allow the card to be used by anyone else. If you give your membership card to another person, then we may terminate your membership.

4.3 The club reserves the right to refuse entry if a valid membership card is not produced on entry to the club.

4.4 In the case of a membership card being lost or stolen a charge will be applied to replace the card.

### 5 - OUR FEES

5.1 - The club will set the level of fees. The fee structure, including charges for the children and for additional services such as the creche, beauty therapy, personal training and tanning will be displayed on the clubs notice board.

5.2 Once you have paid the joining/admin fee, your membership will continue as long as you regularly pay monthly membership fee or until your upfront payment membership date expires. If you stop paying the monthly membership fee your membership will be terminated by us and your subscription fee will not be refunded by us.

5.3 If your monthly membership fees have not been paid for any reason, entry will be refused until a time in which all arrears have been paid.

5.4 If you are a corporate member and either:

a) You are no longer employed by the firm; company or group of companies that arrange the corporate membership ("The Company"); or  
b) For a continuous period of 3 (three) months or more there have been fewer than 10 (ten) corporate members from the company at the club; then you may cancel your membership following the procedure stated in clause 7 ("cancellation by you") or we will change your membership category to the Peak Membership.

5.5 **Freezing of Direct Debit & Annual Memberships** If you are unable to use the club facilities for any reason you may suspend your membership. You must however have completed 3 (three) full months as a member to qualify for suspension. You may suspend for a minimum of one month to a maximum of three months within any period of 12 consecutive months. A monthly fee is charged for each month during the suspension of membership, please ask the membership department for fees applicable.

5.6 If you wish to freeze your membership you must give minimum notice period to the membership office. If you resume membership of the club after the period of suspension you do not have to pay a further initial subscription fee. Backdated freezes will not be allowed.

5.7 Medical freezes can be processed at management discretion for up to a maximum of 6 months. Medical freeze application must be accompanied by medical proof or they will not be considered. Management will also consider backdated medical freezes by up to a maximum of 6 months and a charge is still applicable.

### 6 - PAYING YOUR FEES

6.1 Membership fees owed to us may be paid 3 months + in advance or monthly in advance by Direct Debit if approved by your bank.

6.2 Fees paid in advance are non-refundable.

6.3 If your membership is terminated by us according to 3.3 above, any monthly membership or other fees remaining unpaid and due to us, less any sums that we owe you, shall become payable immediately. Please note that the other fees remaining unpaid shall include any amount outstanding in an approved payment scheme.

### 7 - CANCELLATION BY YOU

7.1 If you wish to cancel your membership you must do the following:

a) Send written notice to the club giving the minimum notice period; &  
b) Pay any fees that are due up to the date of cancellation (including any amount outstanding in an approved payment scheme) less any sums we owe you. No partial refund of monthly or annual subscription fees is available; &

c) Cancel any direct debit you may have with your bank as long as minimum notice has been served.

7.2 One spouse or partner in a joint membership or one corporate member of a corporate membership scheme may cancel their membership by following the procedure stated in 7.1. The other spouse or partner in a joint membership will therefore qualify as an individual member and we will charge the remaining spouses or partners membership category and applicable fees as stated in 5.4 above. If the cancellation by one member of a corporate membership scheme results in a corporate membership of fewer than ten corporate members, the provision in clause 5.4 will apply.

### 8 - YOUR GUESTS

8.1 You may bring up to 2 guests at any time to the club to use the facilities. You must make sure they complete the pass and pre-activity health questionnaire provided at the club reception and pay the guest user fee: Additional guests may visit the club if agreed with is management team before the proposed visit.

8.2 You must accompany your guests on their visit to the club and you must ensure, as far as possible, that your guests comply with club rules.

8.3 Your guests will have the same membership privileges as you do.

8.4 Guest admission may be reduced at certain peak times, please check before you intend to visit the club with your guest if you wish to ensure admittance.

8.5 We reserve the right to refuse admission to a guest at any time if the proposed guest does not comply with the conduct section of these rules (section 10).

### 9 - YOUR CHILDREN

9.1 Whilst on the club's premises, your children must be accompanied and supervised by an adult member at all times and appropriate sports clothing must be worn.

9.2 The clubs facilities that can and cannot be used by your children are clearly indicated. You must ensure that your children only use the facilities permitted. Members found breaking rules will be asked to leave the club.

9.3 Where indicated by the management team, your children may participate in certain club programmes, classes and activities without adult supervision.

9.4 The parent / guardian of some children participating in certain activities may be asked to complete a pre-exercise questionnaire regarding their children's fitness level before starting that activity.

### 10 - CONDUCT

10.1 You must wear appropriate clean clothes and shoes in the club and trainers when using the equipment in the gym. Training shoes must be worn during exercise classes unless the class instructor specifically authorises otherwise.

10.2 You must not use any equipment within the gym area until a pre-exercise questionnaire has been completed and passed by a staff member of the club.

10.3 You must wear swimwear correctly at all times while on poolside.

10.4 In the interest of health and hygiene, you must shower before entering the pool, whirlpool, steam or sauna areas.

10.5 You and your guests must not:

a) Abuse the equipment or facilities of the club. Any wilful, negligent or deliberate damage to club property must be paid for by the person(s) who caused it.

b) Behave in a disorderly, violent or rude manner which causes or is likely to cause offence or distress to other members and/or their guests. Behaviour of this type is a serious breach of club rules and may result in membership being terminated.

c) Smoke in any part of the club.

d) Bring alcoholic or intoxicating liquor, narcotics or other mood altering substances or food into, or consume them at, the club.

e) Use the facilities of the club while under the influence of alcohol, narcotics, or mood altering substances.

f) Consume alcoholic or intoxicating liquor in the club unless in an area that is licensed or areas authorised and specified by the club.

### 11 - DISCLAIMER

11.1 We, our agents and employees, are insured against death, loss or injury caused by our negligence (and breach of statutory) or that of our agents and employees, but we are not insured for any loss or injury caused by your negligence. If you fail to follow health and safety notices, the instructions of trainers or staff at the gym or if you break the club rules and as a result incur costs, damages and expenses payable to the club then you may be held liable for any of these costs, damages and expenses for which we are not insured.

11.2 We are not insured for, and therefore we are unable to accept liability for, any loss, damage to or theft of your personal property or that of your guests, which may occur on the club premises.

11.3 All users must read the health and safety notices posted outside any sauna, steam room and whirlpool in the club and comply with their recommendations.

### 12 - OTHER

12.1 We reserve the right to:

a) Vary, revoke or add to these rules. If you are unhappy with any proposed variation, please refer to section 2.2 of these rules.

b) After the peak, off-peak, regal and children's access hours of the club, we will always attempt to give at least one months notice to all members of any permanent change in these hours.

c) Adjust the availability of certain facilities on a temporary basis for the general maintenance of equipment, special functions and holidays.

d) Refuse to re-book an appointment for you if you repeatedly cancel (with less than 24hours notice) or fail to keep an appointment for services and or exercise programmes.

e) Show potential members and other individuals the facilities of the club and to allow access to the club to use facilities on a trial basis.

f) Use any individual or group photographs of members and/or guests for press or promotional purpose.

g) Increase or decrease the level of fees from time-to-time. If you are unhappy with any proposed variation of the level of fees, please refer to section 7.1 of these rules.

h) Close the club at its present location and either transfer your membership to another club or move the club to a new location. If you are unhappy with any proposed changes of location to the club, please refer to section 2.2 of these rules.

Please note that all of the above rights remain in force at all times. If we do not enforce any or all of these rights for any period it does not mean that we have decided to cease them.

12.2 All reservations for services and/or exercise programmes may be made up to one week in advance. You must give 24 hours notice to cancel reservations. If you do not give 24 hours notice you may be charged for the service and/or exercise programme in full if we cannot re-book the reserved service.

12.3 We may provide locker rental at the club for a monthly fee which will be displayed in the club reception area. Items left in un-rented lockers overnight will be removed and a charge made for their return. We reserve the right to inspect the contents of lockers rented or otherwise in the interests of security. Any locker keys that are lost, to issue a replacement key, a charge must be paid, see reception for details.

**PLEASE NOTE** Management have the right to change the terms and conditions at any time without notice.