

Club Membership Terms & Conditions



1. When will my membership start?

Your membership will start on the date shown on your membership agreement form.

2. How long will my membership last?

You will be a member for at least the minimum term given on your membership agreement form. Your membership will continue automatically after your minimum term unless you write to us giving us at least one full calendar months' notice that you want to end your membership. Please read section 7.

3. What do I need to know about paying my membership fee?

You need to pay your full monthly membership fee in advance by cash or credit/debit card, and for the month to come by direct debit, credit or debit card.

3a. Paying by direct debit (DDM)

If you pay your membership fee monthly by direct debit, this will be taken from your bank account on or after the 1st working day of every month. We will also ask you to complete a secondary payment form with your current card details. We will use these stored details to collect your monthly membership fees if your direct debit mandate is ever returned 'unpaid' whilst you are within your commitment period.

3b. Paying by credit/debit card

If you pay your membership fees by credit/debit card the payment will be collected on 1st working day of each month. There is a charge of £1.00 per month for this facility and you will be expected to allow us to collect payments for the duration of the contractual period and thereafter until the membership is cancelled (see 7.)

3c. Other payment methods

If you pay your membership fee by any method other than the methods offered above, you will need to pay no later than the last day of the previous month.

3d. What happens if I don't pay my membership fee on time?

If you don't pay your membership fee on time, we or our processing agent will write to tell you. You will be charged a one off fee for this. You will not be able to use the club facilities until you have paid what you owe us.

If you still don't pay, you are in breach of contract. We could refer any missed payments to a debt recovery agency and claim compensation from you for an amount equal to the total membership fees, including fees you owe for the rest of the minimum term, or, if the minimum term has expired, the notice period

3e. Fee changes

All members over the age of 18 years will be subject to an automatic price increase of at least 3% per annum. The percentage increase will change on an annual basis at the discretion of M Club. No changes will apply in the 1st 12 months of membership.

Junior members between the ages of 16-17 years will be subject to annual price increases. Members in this category will also receive age related price increases taking them from child price (£15.00 per month) to Young Adult, Adult or Student price. You will be given one calendar months' notice via email of any price increases. Further information is available upon request.

4. Joining fees and Membership fees.

We cannot refund any joining fees or membership fees paid by you on joining M Club. If we cancel your membership for any reason or you end your membership, and you want to rejoin M Club in the future, you will have to pay the joining fee again.

5. Other charges

We will charge up to £25 to cover our costs for the following.

- Sending you letters about failed payments
- Referring what you owe us to a debt recovery agency
- Dealing with membership fees which are not paid by direct debit / debit/credit card
- In addition you will be responsible for any commission charges levied by the debt collection agency.

6. Can I put my membership on hold?

During your minimum contract term we may let you suspend your membership if you have a medical condition that stops you from using the club facilities or if you have been made redundant. Your membership can be suspended for up to 3 months. We will need to see proof of your medical condition, or redundancy such as a doctor's certificate or redundancy letter. The decision on membership suspensions will rest with and be at the discretion of M Club. **We do not suspend memberships within the first 3 months of joining, unless for medical reasons, with proof.**

We will add any periods your membership has been on hold to the end of your minimum term.

Outside your minimum term we may let you suspend your membership once in any twelve month period for up to 3 months. Any membership suspension requests will be at the discretion of M Club. Non-medical (excluding redundancy) suspensions will be required to pay either a monthly or one off suspension charge.

You can only suspend your membership for 3 full calendar months and you must give us at least one full calendar months' notice in writing. Any suspension period will extend your minimum term by the number of months you have suspended for.

7. How can I end my membership?

If you want to end your membership, you must give us at least one full calendar months' written notice. You can complete a cancellation form at Reception by booking an appointment with one of our advisors. **(We do not accept**

email as your signature is required before a membership can be cancelled.) For example, if we receive written notification on 1st June, your membership will end on 30th June. If we receive written confirmation on the 2nd June or a date thereafter your membership will end on the 31st July.

If you notify us in writing during the minimum term, your membership will finish at the end of either the minimum term or the one calendar months' notice period, whichever is later.

You are required to either complete a cancellation form at Reception, notify us in writing or by email, of your intention to cancel your membership giving us at least one full calendar months' notice.

You are responsible for making sure that we have received your written notice or email.

8. Ending my membership during the minimum term for medical reasons.

We may let you end your membership before the end of the minimum term by giving us one full calendar months' written notice, **after you have paid for a minimum of 3 months membership if you:**

a. Have a medical condition that stops you from using the club facilities. **We will require medical proof from your GP to confirm that you will be unable to use the club for the foreseeable future.**

b. Have moved out of the area and the distance is further than 15 miles from the nearest M Club. **We will only accept a Tenancy Agreement, Mortgage Agreement or Utility Bill as proof of relocation.**

You are responsible for making sure we have received your written notice and any supporting proof.

9. Can my partner join on my membership?

Your partner may be able to join onto your membership if you are both living at the same address (we may need proof of this). Members who join in this way are both legally responsible for the payment of all membership fees. You may also add children, nannies and carers to your membership.

10. My membership package

You are responsible for making sure you are on the membership package that best suits your circumstances. If your circumstances change, it is up to you to inform us and to ask us about our current membership packages. You cannot downgrade your membership package during your minimum term.

11. Our facilities

We may need to change our opening hours or the facilities available at the club, for example for cleaning, refurbishment, repairs or for special functions. If possible, we will put notices up if we are planning to do this

If a large part of the club's overall facilities is not available for at least 20 days out of 60, you may be entitled to an appropriate refund.

12. What happens if I change my mind?

You can cancel your membership by giving us written notice within 24 hours of signing the membership agreement form (unless you use your membership in this time). We will not refund your joining fee or any membership fees paid in advance to us.

13. What happens to my personal information?

We are registered under the Data Protection Act. We take our responsibility for looking after your personal information very seriously. You can find out how you can see the information we hold about you, or how to ask us to change this information, in our privacy policy.

For security reasons you must agree that we can take a digital photograph of you and anyone else on your membership. You are responsible for telling us about any changes to your personal information.

14. Our right to cancel your membership

We will cancel your membership without notice if you, or your guests, repeatedly:

- Break these terms and conditions or club rules;
- Put the health, safety or well-being of our staff or other members at risk;

- Let other people use your membership card to get into the club; or
- Engage in disruptive inappropriate or violent behaviour with members or staff.

If we cancel your membership you will still have to pay your membership fees for the notice period and, if it applies, the rest of any minimum term left.

We have the right to cancel any membership at any time.

15. Our responsibility to you

We will not be legally responsible for any possessions you lose, or that are damaged or stolen by anyone, unless we have been negligent. If you have an accident or injure yourself at the club you must report this to the club straightaway (if possible), or at least within 48 hours.

16. Changes to these terms and conditions

We may change these terms and conditions. We will tell you about any changes on the club notice board and on our website. If we change our terms and conditions, the new version will apply straightaway.

17. The terms of my contract

These terms and conditions, Pre Exercise form and disclaimer, and the membership agreement form and the club rules make up the whole contract between us and you.

It is important that you read and understand all of these documents and are happy with the information in them before you sign your membership agreement form.

If you do not have any of these documents, please ask us and we will give you a copy.

These terms apply to all our members.

18. Payment of your membership

The Direct Debit is always set to the Primary member and all partner/associate membership fees are taken from the same Direct Debit.

Any resignation request that is accepted for one member does not

automatically apply to the associated members. Each member must complete their agreed minimum term period.

Any resignation of either adult membership automatically dissolves any applicable partner rate and prevailing rates will become payable.

If a primary and a partner member wish to dissolve their association then they must both sign a new membership application form and direct debit mandate, agreeing to become individually responsible for their own memberships.

19. Other Charges

- Guest fee – up to £15
- Failed membership payment charge – £10
- Referral to debt collection agency charge £25 plus the commission charged by the debt collection agency.
- Replacement membership card £10.00
- Suspension fees £10 - £25

20. Members Conduct

Members (which include current, prospective, inactive and lapsed) are expected to conduct themselves in an appropriate manner and must neither directly, or indirectly undermine or discredit the good name and brand of the M Club business, its employees, guests and/or other members when discussing or commenting on any aspect of M Club Spa and Fitness. **This includes the use of and comments, directly or indirectly on social media (including FB, Twitter or any other social media platform) and/or other public platforms, publications, internal or external communications, as a tool to make unsubstantiated accusations or generally negative comments against M Club Spa and Fitness and/or any of its Associated Companies, employees and/or Directors.**

20a. Poolside Conduct

All children under the age of 16 years must be supervised by an adult at all times when they are in the club.

Under no circumstances can a child under the age of 16 years use the Jacuzzi, Sauna or Steam Room, even if an adult is present.

Members/Guests should either be barefoot or purchase blue shoes from Reception.

No outdoor footwear is to be worn in the pool area.

No prams/pushchairs/carry cots or any other objects that may obstruct access to the pool area are allowed poolside

21. Confidentiality

All information about M Club business, its trade, any negotiation or discussion between the employees of the Club and the Member, and/or in relation to other members and/or any other day to day conduct, procedures, operations and processes will be treated as strictly confidential.

22. Breach of Conduct/ Confidentiality

Failure to adhere to these terms and conditions could bring the club in to disrepute and will be a breach of this agreement. The Club reserves the right to seek appropriate remedy for defamation which could lead to a legal claim for damages for potential libel and/or slander.

23. Members Grievance and Complaints Procedure

There is a members' grievance and complaint procedure that the Club follows. Full investigations are carried out by the Senior Management Team for every complaint or grievance associated with members. The final outcome is made by the General Manager whose decision is final and no right to appeal will apply. Any membership contractual dispute, if not satisfied with the Management outcome, the member will retain their full legal rights to remedy, if any.

24. Newcastle Car Parking

When using the car park at M Club Newcastle please be aware that for club usage only you can park on M Club car park for a maximum of 3 hours. The car park is only available for members and guest using the facilities and is not available for any reason other than club usage. If you wish to remain in the Club for longer and extend the car park stay, you will have to obtain permission from Management who will have full discretion. Under no circumstances can the car park be used whilst at work.

25. Disclaimer – Changing room lockers

We offer the use of lockers to all our guests/members. All personal items are left at your own risk, we will not be held responsible in any way if you choose to leave items of value in the lockers or any other area of the club. All items should be removed from your locker after every visit. We do not allow members or guests to leave any items overnight in lockers. If padlocks are left on lockers for a period of time, we have the right to remove the padlock and the items in the locker. We will put notices up in the club giving you at least 2 days' notice of our intention to empty any locker that has been padlocked for more than 24 hours.