

## 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?

On joining M Club, you need to pay your first 'month' membership fees in advance by cash or credit/debit card and for the full month to come by direct debit or credit/debit card.

The fees for the first 'month' will be charged pro rata for the days remaining in that month from your start date until your first recurring payment date (which is in most cases the first direct debit payment).

#### 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 or you may select a mid-month payment day (15<sup>th</sup> day of the month). In the event of failed collection attempts, we will reattempt to process your direct debit collection later in the month.

#### 3b. Paying by credit/debit card

If you pay your membership fees by credit/debit card the payment will be collected on the 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 section 7.)

### 3c. Other payment methods

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

### 3d. What if I do not pay my membership fee on time?

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

If you still do not pay after we have attempted to contact you, you will be 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 (and all family memberships) will be subject to an automatic price increase of at least 5% per annum. The percentage increase may change on an annual basis at the discretion of M Club. No membership price changes will apply in the first 12 months of membership.

When an 'over 12 years' member reaches the age of 16 years old, their membership price will increase to that of another appropriate membership category (Student, Peak). To be eligible for Student Membership, the member must be in possession of a valid student card throughout the duration of this type of membership. 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 a joining fee again at the going rate at the time of re-joining.

### 5. Other charges

We may charge up to £25 per occurrence to cover our costs for any the following...

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

### 6. Can I put my membership on hold or cancel during the contract period?

During your minimum contract term we may let you suspend or cancel your membership if you are pregnant or have a medical condition that stops you from using the club facilities, become redundant, are made bankrupt or relocate.

We will also consider other material changes of circumstance as potential grounds for cancellation or suspension, but at the Club's discretion.

Your membership can be suspended for up to 3 months.

We would need to see proof of your medical condition, such as a doctor's certificate, or a redundancy/bankruptcy letter in this case.

If you have moved home out of the area and as a result the distance is now further than 15 miles from the nearest M Club, we would consider this grounds for cancellation. We will **only** accept a Tenancy Agreement, Mortgage Agreement or Utility Bill as proof of relocation.

We do not allow suspension of memberships within the first 3 months of joining, unless for medical reasons, with proof.

We will add the duration of any periods your membership has been on hold/suspended for onto the end of your minimum contract term. Any suspension period will extend your minimum term by the number of months you have suspended for.

Outside your minimum contract term, we may let you suspend your membership once in any twelve-month period for up to 3 months. The approval of any membership suspension requests will be at the discretion of M Club. Non-medical suspensions (excluding redundancy) will incur 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.

### **7. How can I end my membership?**

**You cannot cancel your membership during the 12-month contract period (unless for reasons outlined in section 6.)**

If you want to end your membership after your contract period, you must give us at least one full calendar months' notice. You can complete a cancellation form at Reception by booking an appointment with one of our advisors. **We do not accept email notifications or letters of cancellation**, as your signature is required before a membership can be cancelled. For example, if we receive notification on 1st June, your membership would end on 30th June. If we receive confirmation on the 2<sup>nd</sup> June or a later date in that month, your membership would end on the 31<sup>st</sup> July.

### **8. 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 (over 12s), nannies and carers to your membership.

### **9. Your 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 other membership packages.

### **10. Our facilities**

We may need to change our opening hours or the facilities available at the clubs at times. For example, for cleaning, refurbishment, repairs, special functions or due to a Force Majeure event (see section 26.). Where possible, we will put notices up if we are planning to or are forced to do this.

If a large part of the club's overall facilities are not available for at least 20 days out of 60, except when this occurs due to a Force Majeure event, you may be entitled to an appropriate refund.

### **11. 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 within this time). We will not refund your joining fee or any membership fees paid in advance to us.

### **12. 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 for our membership records. You are responsible for updating us about any changes to your personal information.

### **13. Our right to cancel your membership**

We will cancel your membership without notice if you, or your guests, repeatedly or in a significant single event:

- a. Break these terms and conditions or club rules;
- b. Put the health, safety or well-being of our staff or other members at risk;
- c. Let other people use your membership card to get into the club; or
- d. Engage in disruptive, inappropriate or violent behaviour with other 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.

### **14. Our responsibility to you and yours to us**

We will not be legally responsible for any of your possessions that you lose or that are damaged or stolen by anyone on the premises, unless we have been negligent.

If you have an accident or injure yourself at the club you must report this to the club staff straight away (if possible), or at least within 48 hours.

M Club members and guests use the premises at their own risk. All gym equipment and other facilities are provided for the benefit of our service users, but M Club takes no responsibility for personal injury or property damage on the premises, unless we have been negligent in the provision of these facilities.

All members are offered an induction on joining and trained staff are constantly available during opening hours to answer any questions on how the equipment operates. Any member who waives the opportunity for an induction and uses the gym does so at their own risk.

It is the member's responsibility to seek advice from their GP regarding appropriate exercise for any medical conditions they may have. M Club accepts no responsibility for injuries or illnesses caused to members exercising against their doctor's advice or generally with medical conditions.

**M Club members who cause damage to the facilities may be liable for charges in relation to the costs of repairing such damage.**

## 15. Changes to these terms and conditions

We may change these terms and conditions from time to time. We will update you about any changes via our website. If we change our terms and conditions, the new version will apply straight away.

## 16. The terms of my contract

These terms and conditions, pre-exercise form and disclaimer, 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. Throughout your membership you are also required to familiarise yourself with, and act in accordance with, any communications regarding new club rules.

## 17. 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. Again, this automatically dissolves any applicable partner rate and prevailing rates will become payable.

## 18. Other Charges

- Day Passes:
  - £30 for guests 12 years and over
  - £15 for guests under 12 years old (only available for the Newcastle learner pool)
- Sending you letters about failed payments: £10.00
- Referral to debt recovery agency charges:
  - You must pay any commission charged by the debt recovery agency
  - You will be charged a £25 referral fee in addition to the unpaid fees you already owe M Club
- Replacement membership card: £10.00
- Suspension fees: £10-£25, depending on length of suspension. There is no charge for suspension when it is due to prohibitive medical issues (experienced by the member themselves) however.

## 19. Members Conduct

Members (which includes 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 direct or indirect comments on, any social media platforms (such as Facebook, Twitter and Instagram) 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.

## 20. Poolside Conduct

All children under the age of 16 years must be supervised by an adult at all times when they are in the clubs – on poolside and in the gym. Exceptions to this policy may be considered in certain circumstances, at the discretion of M Club.

Under no circumstances can a child under the age of 16 years use the Plunge Pools, Hydrotherapy Pools, Saunas or Steam Rooms, even if an adult is present.

Under 12s are only permitted to use the learner pool at M Club Newcastle. Their use of the main pools at the Hanley and Newcastle clubs will only be approved in exceptional circumstances and at the discretion of M Club.

Members/guests should either be barefoot or wear blue shoes (purchased from Reception) when on poolside.

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. No eating and drinking (other than water) on poolside. Members are not permitted to take mobile phones or other electronic devices on poolside.

## 21. Confidentiality

All information about the M Club Spa and Fitness 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 into 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 complaints 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. In any membership contractual dispute, if not satisfied with the Management outcome, the member will retain their full legal rights to remedy, if any.

## **24. 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 under the ANPR scheme. The car park is only available for members and guests 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.

The car park at the new Hanley M Club also uses an ANPR system. Members will need to apply for a permit if they wish to park on this car park while using the Hanley Club (single number plate per permit), as there is only a 10-minute free parking period here (for drop off/collection only). If the car park is full you are able to use the waterworld carpark however you MUST put your registration in the tablet on reception at the club. Permits allow vehicles to park for up to 3 hours at a time. You can extend your stay beyond 3 hours by entering your registration in the 'time extender' tablet on Reception. Details on car parking and how to apply for permits can be found at Reception and on our website. Day guests and members will need to inform Reception if they are parking a new vehicle in the car park for any visit.

M Club Spa and Fitness and its associated companies accept no responsibility or liability for theft or damage to any vehicles or other property when using its access routes or car parks. Car Park barriers will be closed outside of club opening times and a £50 release fee will be required for our security team to release any vehicles on site once the barriers are closed.

## **25. Disclaimer – Changing room lockers**

We offer the use of lockers to all our members and guests. 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 an extended 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.

## **26. Force Majeure**

Any event(s) beyond our control such as power failure, fire, earthquake, a terrorist act, flood, Government intervention, a pandemic or any other act of God or any other event beyond our control, will allow us to suspend your membership for the duration and cannot be regarded as an act of "frustration" under the Law Reform (frustrated contracts) Act 1943. We expect members' contracts to continue post-lockdown. The period of lockdown will be excluded from the contract term i.e., if 6 months remain on the contract, and say 3 months of lockdown occur, the member will be expected to honour the balance of the 6 months once lockdown is over. Subject to written request (which can be emailed), to be received no later than within 7 days of a Force Majeure event, any residual membership fee collected in advance can be credited and offset against the following month's membership.

*(Terms and conditions last amended 01/08/2023)*