

## **Club Membership Terms & Conditions**

M Club Spa and Fitness Limited (Company no: 06496502), Waterworld Leisure Resort, Festival Way, Etruria, Stoke-On-Trent, England, ST1 5PU

### **Hanley:**

[Reception1@mclubspaandfitness.com](mailto:Reception1@mclubspaandfitness.com)

01782 210 210

### **Newcastle:**

[newcastle@mclubspaandfitness.com](mailto:newcastle@mclubspaandfitness.com)

01782 667900

#### **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 stated on your membership agreement form. Your membership will continue automatically after the minimum term unless you provide us with at least one full calendar month's written notice to terminate your membership. Refer to section 7 for further details. All corporate members, the employer

#### **3. Corporate Members**

- The employer funds the contribution and the employer needs to provide 3 months notice in the event of cancellation of each member/employee.

#### **4. What do I need to know about paying my membership fee?**

- Upon joining M Club, you must pay your first 'month' membership fee in advance via cash or credit/debit card.
- Fees for the initial 'month' are prorated based on the number of days remaining in that month until your first recurring payment date (typically the first direct debit payment).

##### **4a. Paying by Direct Debit (DDM):**

- Monthly direct debit payments are collected on or after the 1st working day of every month, or you may opt for a mid-month payment (15th day of the month).
- If a direct debit collection fails, we will reattempt collection later in the month.

#### **4b. Paying by Credit/Debit Card:**

- Payments via credit/debit card are collected on the 1st working day of each month, **with an additional £1.00 monthly charge.**
- Payments must continue for the entire contractual period unless your membership is cancelled (refer to section 7).

#### **4c. Other Payment Methods:**

- Payments made through other methods must be completed no later than the last day of the preceding month.

#### **4d. Late Payments:**

- If your payment is late, you will be notified and charged a fee.
- Until outstanding payments are resolved, access to club facilities will be restricted.
- Continued non-payment may result in your account being referred to a debt recovery agency, with additional compensation claimed for unpaid fees for the remainder of the contract term or the notice period.

#### **4e. Fee Changes:**

- Membership fees are subject to a minimum annual increase of 5% for all members aged 18 and older. The percentage annual increase is at the sole discretion of M Club.
- M Club reserves the right to change or amend existing membership tariffs subject to appropriate notice.
- All notice(s) of any change will be communicated by email or SMS message.
- Price changes are at the discretion of M Club but will not occur within the first 12 months of membership.

### **5. Joining Fees and Membership Fees:**

- Joining and membership fees are refundable(within the cooling off period)

### **6. Other Charges:**

- Up to £25 may be charged for actions such as:
  - Failed payment notifications.
  - Referral to a debt recovery agency.
  - Non-direct debit payment methods.

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

- Membership suspensions or cancellations during the minimum contract term are only allowed under specific circumstances, such as medical conditions, pregnancy, redundancy, bankruptcy, or relocation. Proof is required.
- Suspensions extend the minimum term by the duration of the hold.

- Memberships can be cancelled within 14 days starting the day after the day on which the contract was signed, provided the facilities haven't been used. If the facilities have been used we will then charge for those days used.

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

- Membership cannot be cancelled within the initial 12-month period, except under the conditions in section 6.
- Post-contract cancellation requires at least one full calendar month's notice and completion of a cancellation form.
- If you submitted your membership application either online, by email or over the telephone you can cancel your membership within 14 days of your (Joining Date/membership) start date without giving a reason. If you want to exercise this right to cancel, please let us know, you can contact us over the telephone on telephone number: 01782 210 210 or 01782 667900, by email on [reception1@mclubspaandfitness.com](mailto:reception1@mclubspaandfitness.com) or [newcastle@mclubspaandfitness.com](mailto:newcastle@mclubspaandfitness.com) , or by post at Parklands, Newcastle Road, Stoke-on-Trent, ST4 6NW or Waterworld Leisure Resort, Festival Way, Etruria, Stoke-On-Trent, England, ST1 5PU.

#### **9. Effect of cancellation-Usage of facilities:**

- If you cancel during your 14 day cancellation period, we will refund all payments received from you. If you have used the Gym during the cooling off period, we will make a reasonable deduction from any refund we give you to reflect your use of the Club during the cooling off period. This deduction will be the equivalent to the amount of days you have had access to the facilities since signing the contract.

#### **10. Your Membership Package:**

- Members must ensure their membership type suits their circumstances and inform the club of any changes.

#### **11. Our Facilities:**

- Temporary closures for cleaning, repairs, or other reasons may occur. Notices will be provided when possible.

#### **12. Personal Information:**

- We follow data protection regulations. Personal data changes must be communicated to us promptly.

#### **13. Cancellation by M Club:**

- Memberships may be cancelled without notice for serious or repeated breaches of terms.

#### **14. Responsibilities:**

- Members use facilities at their own risk. M Club is not liable for lost or damaged items unless negligence is proven.

#### **15. Changes to Terms:**

- Terms may be updated; new versions apply immediately.

#### **16. Contract Terms:**

- This agreement includes these terms, the pre-exercise form, membership form, and club rules.

#### **17. Membership Payment:**

- Payments must align with the agreement; changes in membership associations require new agreements.
- Other Charges: Day Passes:
  - £40 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.

### **Key Clauses**

#### **17. Members Conduct**

Members must act respectfully and avoid behaviour that discredits the club, including unsubstantiated or negative comments on social media or public platforms.

#### **18. Poolside Conduct**

- Children under 16 must always be supervised; certain areas are restricted.
- Specific footwear rules apply. No phones, prams, or eating on poolside.

#### **19. Confidentiality**

All operational and member-related club information is strictly confidential.

#### **20. Breach of Conduct/Confidentiality**

Violations may result in legal consequences, including defamation claims for libel or slander.

## **21. Grievance and Complaints Procedure**

- Complaints must be emailed to [Reception1@mclubspaandfitness.com](mailto:Reception1@mclubspaandfitness.com) for complaints regarding the Hanley facilities or [Newcastle@mclubspaandfitness.com](mailto:Newcastle@mclubspaandfitness.com) for complaints regarding the Newcastle facilities.
- Complaints are investigated by senior management, with the General Manager's decision being final.
- Legal rights for further remedy remain intact.

## **22. Car Parking**

- Limited to 3 hours for club use only. Longer stays require registration at reception.
- No liability for theft or damage to vehicles. A fee applies for after-hours access.

## **23. Disclaimer – Changing Room Lockers**

- Items left in lockers are at the owner's risk.
- Overnight storage is prohibited; padlocks may be removed after 24 hours with prior notice.

## **24. Force Majeure**

Memberships are suspended during uncontrollable events (e.g., natural disasters, pandemics). Contracts resume post-event, with adjustments for missed time. Refunds or credits must be re 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 updated (03/02/2025))