

## **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

The Manager / Supervisor means the Manager / Supervisor in post at the Club.

‘User’ means any person using the Club or its facilities whether any charge has been paid and includes spectators or café users.

Questions arising as to the interpretation of these rules shall be determined by the Manager or other senior person within M Club Spa and Fitness whose decision shall be final.

We have the right to refuse your application for membership.

### **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.
- An induction is compulsory and must be booked prior to starting your membership at the club

#### **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 within 30 days.
- 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 14-day cooling off period)
- A joining fee will be payable on your Joining Date in addition to your membership fees. The amount of your joining fee is as specified to you during the membership application process. The joining fee will not be payable again as long as your

membership remains current. If your membership ends for any reason and you later want to become a member again, a further joining fee (which may not be the same as the first joining fee) will apply.

- Membership offers will be offered from time to time and will be subject to additional terms and conditions.
- All users redeeming the offer will be required to complete a health questionnaire, medical assessment and participate in a fitness suite induction.
- Management has the final decision in all matters relating to this offer and their decision is final and binding.
- Management has the right to remove, amend or extend this offer at any time.
- Any complimentary tickets issued by the Club, are issued without prejudice and the issue of such tickets does not represent an admission of liability.

#### **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 3 month 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.
- You may suspend for a minimum of one month to a maximum of three months within any period of 12 consecutive months. A full month notice prior to your next direct debit date is required. You are limited to a maximum of 3 months freeze in total in any 12-month period. The cost is £10 for the first month, £15 for the second month, £25 for the third month to avail of this service.
- Memberships can be cancelled within 14 days starting the day after the day on which the contract was signed, provided the facilities have not 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 7.
- Post-contract cancellation requires at least one full calendar month.
- 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 by email on [reception1@mclubspaandfitness.com](mailto:reception1@mclubspaandfitness.com) or [newcastle@mclubspaandfitness.com](mailto:newcastle@mclubspaandfitness.com), or by telephone 01782 210 210/01782 667900

or by post at M Club Spa and Fitness Parklands, Newcastle Road, Stoke-on-Trent, ST4 6NW or M Club Spa and Fitness, 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 number 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.
- As a member, you will be required to provide the necessary personal details
- Your personal details are stored within our leisure management system, eXerp and are not accessible by anybody other than those allowed access to fulfil the necessary role in maintaining your membership.
- At all times we ensure we have the correct organisational, technical and security means in place to protect your personal data.
- Privacy Notice. More information about how we use your personal information can be found in our privacy policy

**13. Cancellation by M Club:**

- Memberships may be cancelled without notice for serious or repeated breaches of terms. We may terminate your membership in the following situations and with the following notice periods:
  - without notice if you repeatedly or seriously break the Club Rules:
  - without notice for any threatening behaviour to either staff or other members of the club
  - without notice for any events of fraud or deception

- with notice if you failed to update a payment agreement to continue your membership which will be 30 days' notice

#### **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 and Spa Conduct**

- Children under 16 must always be supervised; certain areas are restricted.
- Specific footwear rules apply. No phones, prams, or eating on poolside.
- Appropriate swimwear must be worn at all times.
- We operate a zero-tolerance policy in terms of verbal abuse, hostility, aggression and/ or disrespectful behaviour towards our staff or other guests. We reserve the right to cease service to individuals or groups who display such behaviour, and

where necessary will ask them to leave. Please note: in these circumstances no compensation will be entertained or given.

- Only Platinum Members are to be permitted into the M Spa area via facial recognition.

#### 19. Marketing Policy

- M Club Spa and Fitness may reach out to members to ask if we can feature their content on our own social media channels. If you grant permission, you agree to us using/editing your content and username handle on any of the M Club Spa and Fitness social media channels.
- You are not entitled to any fee, financial reward or other incentives if we use your content on any of the M Club Spa and Fitness channels or any advertising.

#### 20. Confidentiality

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

#### 21. Breach of Conduct/Confidentiality

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

#### 22. 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 4 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 – Facilities and Services

- Items left in lockers are at the owner's risk.
- M Club Spa and Fitness does not take responsibility for cars parked at the clubs' car parks.
- Users should observe single sex change and toilet facilities always using this appropriate to their gender.
- Disabled facilities have been provided for strict use only by the disabled user and their carer and family.
- All users must respect all equipment, facilities, furniture, fittings, apparatus and building infrastructure. A user shall pay to the Club on demand the cost of any damage caused. The Manager's decision is final.

- Users are not permitted to bring their own refreshments into the Club. Strictly no refreshments to be taken in the changing areas.
- Appropriate clothing must be always worn, relating to the activity/facility you are participating in.
- No user shall reward a teacher, instructor, or staff member personally without prior consent of the Manager.
- The Club has a strict no smoking policy.

#### **24. Health and Safety**

- All management on duty are responsible for the safety of users and their instructions must be always followed.
- All personal property is a user's responsibility and must be safely stored and locked in the lockers provided. Strictly no personal property is allowed unattended in changing rooms or in the gyms. Overnight storage is prohibited; padlocks may be removed after 24 hours with prior notice.
- Strictly no photography or videoing on poolside (unless authorised)
- In the event of a fire, the fire alarm will be activated and all users of the Club must leave the building and follow the instruction of the staff on duty.
- The management reserves the right to hold practice alarm drills
- All accidents must be reported to the manager on shift immediately and an accident form completed.

#### **25. 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 updated (26/02/2025))

