



## Terms and Conditions

### Important Notice

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 will be responsible for ensuring that membership fees are paid in accordance with the agreed corporate arrangement, and any changes or termination requests must be submitted in writing in line with these terms

### 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:

- All membership payments (excluding upfront annual memberships) are to be paid via direct debit and are collected for all memberships on the agreed working day of each month, with an additional monthly charge



- Payments must continue for the entire contractual period unless your membership is cancelled (refer to section 7)

#### 4c. Other Payment Methods:

- All payments for memberships are to be paid via a direct debit (excluding Annual Memberships). 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
- If a payment is returned unpaid, declined, or otherwise fails for any reason, an administration fee of **£5.00** will be applied to the customer's account for each failed payment. This fee is charged to cover the bank charges and administrative costs incurred in processing and attempting to recollect the outstanding payment. The administration fee will be added to the amount due and must be paid in full before further services are provided.
- 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 of the club will be required to complete a health declaration 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 over 15 miles from either Club. 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's 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 based on our Day Pass rate

#### 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 want to end your membership after your contract period, you must give us at least one full calendar month's 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 2nd June or a later date in that month, your membership would end on the 31st July after you have been into the club to cancel
- 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 within the 14 day cooling off period, 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 (one day equates to £45 equivalent of a day pass).

#### 10. Your Membership Package:

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

##### 10.a Platinum Membership

- Minimum age for Platinum Membership is 18+
- The Urban M Spa is exclusively for Platinum Members and Platinum Day Passes. Access to the spa will be based on a first come first serve basis to ensure capacity restrictions are not breached
- Platinum members must book their preferred Spa slot prior to accessing the urban spa. This should be done via the class booking system or booking on reception
- M Club reserves the right to limit the amount of slots bookable a week in advance
- Platinum members must leave a piece of ID behind reception in exchange for a towel and robe. This will be returned to them on deposit of the towel and robe on exit.
- Platinum members can use all facilities and the urban spa as many times as they like during the booked timeslot they have selected
- Platinum Membership is subject to an annual incremental increase. Contract length will be 6 months for normal Platinum Membership (unless upgrading from a normal membership which is still in contract i.e. 8 months left on normal membership, 8 months will still need to be completed on Platinum Membership), Month to Month membership is also subject to an annual incremental increase and the contract length will be 3 months
- Platinum Membership either upgrading from normal membership or new membership will not incur a joining fee.
- Additional Benefits for Platinum Membership may be added or changed by M Club at any point
- Treatments will be charged at an additional rate



- Any Platinum Members letting Non-Platinum Members into the Exclusive urban spa will have their membership revoked

#### 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, Xplor 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.
- By entering, accessing, or using our premises and facilities, all visitors, customers, members, guests, and participants acknowledge and agree that they do so entirely at their own risk.
- It is the responsibility of the individual to inform Club management of any health conditions physical and psychological that might conflict with your participation in any activity prior to commencing any activity
  
- By entering the premises, each individual confirms and warrants that they are physically and mentally fit, in good health, and capable of safely using the facilities, equipment, services, and amenities provided. Individuals further acknowledge that it is their responsibility to seek appropriate medical advice before participating in any activity if they have any concerns regarding their health or fitness.
- The Company shall not be liable for any injury, illness, loss, damage, accident, or adverse health event suffered by any person while on the premises or using the facilities, except where such liability cannot be excluded by applicable law or arises directly from the Company's negligence.
- All persons entering the premises accept full responsibility for their own safety and wellbeing and agree to comply with all rules, instructions, notices, and safety requirements at all times.

#### 15. Changes to Terms:

- Terms may be updated; new versions may apply immediately.

#### 16. Contract Terms:

- This agreement includes these terms, the health declaration, membership form, and club rules

#### 17. Membership Payment:



- Payments must align with the agreement; changes in membership associations require new agreements
- Please note that all Memberships (excluding Annual Upfront Memberships) are now made via Direct Debit in line with our membership system terms
- Other Charges: Day Passes:
  - o £45 for guests 12 years and over
  - o £70 for Day spa passes
  - o £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:
  - o You must pay any commission charged by the debt recovery agency
  - o 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

### 18. Members Conduct

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

### 19. Poolside and Spa Conduct

- Children under 16 must always be supervised; certain areas are restricted
- You must shower before using any of the pool and spa facilities
- 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.

## 20. 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

## 21. Confidentiality

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

## 22. Breach of Conduct/Confidentiality

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

## 23. 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

## 24. 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

## 25. 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/vaping policy

## 26. 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

## 27. 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 (26/02/2026))

## Waiver of Liability

### Important Notice

To proceed with your membership, please take a moment to read and acknowledge the waiver terms detailed below.

I understand and acknowledge that the training programmes and events held by M Club Spa and Fitness Ltd. may expose me to many inherent risks, including accidents, injury, illness, or even death. I assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me.

In the absence of any negligence or other breach of duty by us, participation in training, programmes and events held by MCLUB is entirely at your risk.

As a member of M Club Spa and Fitness:

- You must act responsibly and sensibly at all times.



- You must not participate if you are under the influence of alcohol or non-prescription drugs.
- You must follow safety warnings or instructions displayed or given to you by a member of staff. Please ask a member of staff if you are unclear.
- We are not qualified to express an opinion that you are fit to safely participate. You must obtain professional or specialist advice from your doctor before participating.
- You must communicate any physical and psychological concerns that might conflict with your participation in any activity **to a member of staff prior to commencing any activity**

I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in, whether as part of a group exercise class or my own individual training.

After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and the M Club Spa and Fitness Ltd services to me, I agree, for myself and anyone entitled to act on my behalf, to hold harmless, waive and release M Club Spa and Fitness Ltd, its officers, agents, employees, organisers, representatives and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in M Club Spa and Fitness Ltd training activities or group classes, programmes and/or events.

By reading this waiver I have understand this Waiver of Liability. I am aware that this is a waiver and a release of liability, and I voluntarily agree to its terms.