

# GOODWOOD HEALTH CLUB

## TERMS AND CONDITIONS OF MEMBERSHIP

### 1. In this agreement

“Health Club” means The Goodwood Health Club as referred to above; “Health Club member” means a person who is entitled to use all the facilities at the Health Club; “Member” means any Health Club member; “Rules” means the terms and conditions of membership and all other rules and regulations made by us, which are applicable to membership of the Health Club; “We”, “Us” or “Our” means The Goodwood Hotel or its subsidiaries or, if different, the Company which is the Owner of the Club from time to time; “You” means the person named on the application form and any joint or family members.

### 2. General

- (a) Details of all current rates and subscriptions referred to in this agreement are available from the Health Club reception.
- (b) Unless otherwise indicated, all notices shall be given in writing by us to you at the address notified to us by you.
- (c) All notices by you must be in writing. Members should address their notices to The Goodwood Health Club Manager at The Goodwood Hotel Limited, Goodwood, Chichester, PO18 0PX, or, by email to the following email address [healthclub@goodwood.com](mailto:healthclub@goodwood.com). Notices given by email shall be deemed to be received upon confirmation of receipt by Us
- (d) We may amend the rules at any time by giving you 30 days written notice.

### 3. Membership

- (a) Membership of the Health Club is subject to the rules.
- (b) Membership is divided into the following categories which allow use of the facilities indicated (subject to any unavailability of facilities in accordance with clause 9):-  
Full Health Club Membership:  
This entitles you to use all the Health Club facilities (except golf) every day of the week including weekends and public / bank holidays.

#### Virtual Membership:

Use of our virtual fitness platform only. This does not entitle you to use any of the physical health club facilities.

#### Outdoor Membership:

This entitles you to attend outdoor classes at the Sculpture Park, as well as use of the venue for personal exercise at other times.

#### Student Health Club Membership:

This entitles you to use all the Health Club facilities (except golf) every day of the week including weekends and public / bank holidays on a discounted tariff on proof of student status.

#### Junior Health Club Membership:

Details are available from the Health Club. The rules governing children as set out in these terms and conditions govern all children including those holding junior memberships.

#### Joint Golf and Health Club Membership:

This entitles you to use all the Health Club facilities every day of the week including weekends and public / bank holidays. It also includes use of both the Downs and Park golf courses subject to the purchase of credits, the cost of which are as specified on the application form and further details available in the Golf At Goodwood new membership pack.

(c) Full details of each membership are set out in literature available from the Health Club or Park Course Reception. From time to time we may offer promotional and short term memberships, details of which will be available from the Health Club membership department. We will aim to give you 30 days notice of any addition or amendment to the categories of membership other than promotional or short term memberships.

(d) You will be provided with a membership card which will remain our property. Upon termination of membership, the membership card is to be returned to us on demand. You must carry your membership card when visiting the Health Club and show it to the Health Club reception or member of the Health Club management when asked to do so. Membership cards are in no circumstances transferable and their loss should be reported immediately to the Health Club reception. Misuse of

membership cards can result in termination of your Health Club membership in accordance with clause 5.

(e) Where the option of a joint golf and health club membership has been chosen, a minimum contract of one year applies.

(f) Use of the Sculpture Park has been added to the Health Club facilities temporarily, from the 4<sup>th</sup> January 2021 until 28<sup>th</sup> March 2021. Outdoor classes and use at this venue are exclusive to the Outdoor Membership

#### 4. Fees and Subscriptions

(a) You will pay a joining fee at the time of application for membership (current rate) and a membership subscription fee throughout the period of your membership.

(b) You may pay your subscription fee by one payment in advance or monthly by direct debit. The first payment is to be settled on the date on which your application is accepted. The amount shall be calculated as a proportion of the current subscription pro-rated in accordance with the number of days remaining until the next month's subscription becomes payable.

(c) You may pay your subscription fee annually in advance.

(d) We may vary the subscription and will notify you of such change no less than 30 days prior to any variation.

(e) If you elect to pay your subscription fee by monthly direct debit, payment will be due on the first of each calendar month. Your monthly subscription fee will be requested from your bank account on the first day of each month.

(g) If the bank returns a failed payment on your account, you will be notified about this failure and the reason for this. We will try to take a further payment from your account again. If this payment is also returned we may, by written notice immediately terminate your membership. You may then be charged a further monthly subscription for the 30 day notice period you should have given prior to termination.

(h) We may refer any returned or missed payments to an external collection agency and supply them with all information about you that is necessary for them to recover any money which you owe to us.

(i) Cancelling your direct debit or failing to make an annual payment does not mean you have given us notice to end your Health Club membership. Your contract with us will continue and as set out in clause 5, you must give us 30 days notice to terminate unless you have signed an annual contract which you cannot terminate

until 30 days prior to the end of that term.

#### 5. Termination

(a) You may end your membership at any time by giving us 30 days notice in accordance with clause 2 (c) unless you have opted for an annual contract whereby the earliest cancellation point is 30 days prior to the end of that term. We will confirm we have received the notice and the date you want to end your membership within 10 days of receiving your notice. If you do not receive confirmation within 10 days, you must immediately let the Health Club know. It is your responsibility to make sure that we have received your notice. We only accept proof of recorded delivery as proof of posting.

(b) If you wish to rejoin the Health Club after ending your membership you will have to pay a joining fee in accordance with clause 4(a).

(c) We may end this agreement if:

- i. you seriously or repeatedly break the Health Club rules or membership agreement and you do not or cannot put it right within 7 days of us writing to you about it; or
- ii. you lend your membership card to another person; or
- iii. you or your guest use rude or abusive language or threaten / use violent behaviour towards any member of our staff or act in a way which disturbs the enjoyment of the Health Club by other members or is likely to endanger the good reputation of the Health Club; or
- iv. we give you 30 days notice.

(d) If we or you end this agreement, we will refund any membership subscription you have paid us for the period after ending the agreement less a certain percentage to cover our reasonable costs as a result of ending your membership.

(e) If we end this agreement under clause 5(c)(iv) within 6 months of you joining we will refund your joining fee. We will not refund your joining fee if you end this agreement or if we end this agreement other than under clause 5(c)(iv).

(f) You are not entitled to enter the Health Club if your membership has ended.

(g) If we decide to permanently close the Health Club, we will write to you at least 30 days before the date of closure. A refund will be given for any membership subscription you have paid for the period after we close. If you joined the Health Club within the 6 month period prior to such closure we will refund your joining fee.

## 6. Suspending your membership

(a) You can suspend your membership for medical reasons for a period of between 1 and 3 months by giving the Health Club 30 days written notice, notification of the date you expect to return and a letter from your doctor confirming that for medical reasons you are unable to use the facilities at the Health Club. We will acknowledge your letter within 10 days and the suspension will start from the first day following the end of the 30 day notice period.

(b) If your membership is suspended for more than 3 months then at the end of each 3 month period we may require you to provide us with a further letter from your doctor confirming that for medical reasons you continue to be unable to use the facilities at the Health Club. If you do not provide such evidence within 30 days of being requested to do so we will end the suspension of your membership. You will then revert to your normal category of membership and be liable to pay subscriptions.

(c) We may, in exceptional circumstances, grant membership suspensions for reasons other than those set out in clause 6 (a) (suspension for medical reasons). Such suspensions must be agreed in writing by the Health Club Manager. If we agree to suspend your membership under this clause we may charge you a reasonable monthly fee during the period of suspension. The fee shall be sufficient to cover administration costs and will not exceed £20 per month.

(d) At the end of the suspension of your membership you can return to the Health Club without paying a further joining fee.

(e) You may not enter the Health Club as a member or as a guest while your membership is suspended.

(f) Suspending your membership is not the same as ending your membership. You will still have to follow the procedure shown in clause 5, which includes giving 30 days notice if you want to end your membership.

## 7. Children and juniors

(a) Children under 16 years must be supervised by a member aged 18 years or over at all times whilst on the Health Club premises.

(b) Children under 16 years are not allowed to use the gymnasium. Children aged between 16 and 18 years may use the gymnasium provided that they follow an exercise programme approved by the Health Club management.

(c) Children under 12 years are not allowed to use the spa pool, sauna or steam room. Children between the ages of 12 and 15 years using these facilities must be supervised by a member aged 18 years or over.

(d) Children aged 6 years and above are not permitted to use changing rooms for persons of the opposite gender. They must make use of either the appropriate gender facility or where available the family changing rooms.

(e) We will not serve anyone under the age of 18 years at the bar. We do not allow children under 18 years to play in the lounge and bar area.

(f) Children under 16 are only allowed to use the pool facilities during family swim times. For up to date times, please refer to details from the Health Club Reception.

(h) Parents and Guardians are asked to ensure that they maintain a 2:1 ratio of children to adults at all times.

## 8. Facilities

(a) You are entitled to use the facilities at the Health Club under your relevant category of membership. We will give you notice of any change to the facilities available at the Health Club in accordance with this clause.

(b) If we cannot provide any one or more of the standard facilities at the Health Club for more than 21 days in a row and if we do not provide another facility at the Health Club or elsewhere no further than 10 miles from the Health Club, we will consider compensating you for the period when the facility is out of action. This does not apply to:

i. permanently closing any facility; or

ii. temporary closures due to tournaments; or

iii. if for reasons outside of our control such as weather conditions, health and safety matters, flooding or fire we cannot avoid the closure.

(c) Whenever reasonably possible we will give 30 days notice of:

i. any closure of facilities due to tournaments; and

ii. any permanent closure of facilities other than for reasons outside of our control.

(d) If we have to close facilities at the Health Club for reasons outside of our control, we will try our best to provide other facilities or consider whether any compensation is appropriate.

(e) We will display details of the opening and closing times for the Health Club at reception. If we reduce these hours, we will give you at least 30 days notice.

(f) You and any of your guests using the tennis or gymnasium facilities must shower and change before using the public areas.

(g) All members and their guests are advised to undertake instruction in the safe use of equipment prior to using the gymnasium. You can make an appointment to be given such instruction by contacting the Health Club reception.

- (h) You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activities. We will not be responsible for any harm you suffer as a result of taking part in any activity unless it is caused by our negligence or our failure to take reasonable care.
- (i) You are not permitted to take into the pool area any electrical equipment, glass objects, inflatables (apart from swimming aids) or other items, which we consider detrimental to the use of the pool.
- (j) Children under 16 years must be accompanied and supervised in the pool and the pool area by a member aged 18 years or over.
- (k) For health and hygiene reasons you must shower at the Health Club before entering the pool, spa pool, steam room or sauna.
- (l) You must obey any instructions given by lifeguards or duty management.
- (m) We may restrict use of the pool at certain times to allow swimming lessons, adult only sessions or other activities. Whenever possible these times will be publicised 30 days in advance at the Health Club reception and on the Health Club notice boards.
- (n) Lockers are provided for your use with instructions for use displayed within the changing rooms. You are responsible for your own property and belongings whilst onsite. We do not advise that you bring and store valuable items at The Goodwood Health Club.

## **9. Guests**

- (a) Only members aged 18 years or over may introduce guests. All guests must be accompanied by a member aged 18 years or over, be signed in at the Health Club reception and pay the appropriate guest fee. You must ensure that your guests abide by the rules and accept responsibility for your guest's behaviour. The same guest may not be introduced more than once in any 30 day period. A maximum of two guests may accompany a member unless authorised prior to the visit by the Health Club Manager. Ensuring compliance of the rules by guests is important to the day-to-day operations of the Health Club.

## **10. Miscellaneous**

- (a) Members and guests are asked to wear a form of dress appropriate to the time of day and place on all occasions.
- (b) No crockery, glass or food is allowed in the changing rooms, fitness areas, swimming areas or designated areas in the interest of health, safety and hygiene.
- (c) No pets will be allowed in the Health Club building or grounds with the

exception of registered assistance dogs.

- (d) Entry to the Health Club is only permitted at the Health Club reception entrance. Fire exits, which are clearly marked, are there in the interests of public safety and, in the event of a fire, members and guests are asked to make their way in an orderly fashion to the nearest available exit.
- (e) Lockers are provided on a daily basis unless other arrangements are made with the Health Club. Where such arrangements are not in place we can remove the contents from any locker used overnight. You can claim the contents we have removed from Health Club reception up to 6 weeks after we have removed them. After this time we will not be responsible for any contents we removed from the lockers and such contents will be given to charity.
- (f) If you find lost property you must hand it into the Health Club reception. You can pick up lost property from the Health Club reception. We will hold items for 3 months only before disposing of them.
- (g) The Health Club is a proprietary club owned by us and we will control the management of the Health Club and the facilities. Members will be required to comply with any reasonable directions which we may give to ensure the smooth operation of the Health Club, the use of the facilities, and the convenience of all members provided that such directions shall not limit your rights or obligations under these terms and conditions of membership.

## **11. Liability**

- (a) Personal property and belongings, including vehicles are left at your own risk and at the risk of your guests, we do not take responsibility for any loss or damage to items brought onto the grounds or into the facilities, including the changing rooms and lockers.
- (b) We cannot accept liability for any accident or injury to any member, child or guest that may happen on our premises or within the grounds of the Health Club other than the liability which may arise from our negligence or our failure to take reasonable care.
- (c) If you, your child or guest suffers an accident or injury on our premises you must report it to a member of the Health Club management team.