
THE BEECHES HOTEL GYM & SPA TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision to, and use by, Members and other users of any facilities and services provided by the Gym, namely The Beeches Hotel, Wilford Lane, West Bridgford, Nottingham, NG2 7RN.
- B. where the Member and any other user of the facilities or services of the Gym is a “consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business”	means any business, trade, craft, or profession carried on by You or any user of the gym or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual Member or user of the Gym who receives or uses any facilities or services of the Gym for the Member’s or user’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Gym/We/Us/Our”	means The Beeches Hotel whose place of business and contact address is the same address as above and includes all employees and agents of the Gym and reference to the Gym shall include reference to any and all facilities and services provided by it;
“Member/You/Your”	means an individual who is who is a Consumer and whose application for membership of the Gym has been accepted in writing by Us, and he/she will be a Member thereafter for as long as he/she remains a Member as provided by these Terms and Conditions
“Membership”	means membership of the Gym;
“Membership Fees”	means the fee(s) due for Membership;
“Membership Plan”	means any minimum period of Membership at any of the different grades of Membership;
“Month”	means a Membership billing period (which is not necessarily a calendar month); and
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time; and
- 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on the interpretation of these Terms and Conditions.
- 1.4 Words signifying the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Membership

- 2.1 In order for anyone to use the Gym they must have an active Membership but not if they visit as the guest of a Member in which case they must be accompanied by a Member and pay for the appropriate Guest Day Pass, prior to entering the facilities. Guest Day Passes are subject to availability and We reserve the right to refuse a Guest Day Pass. Members may apply for a maximum of 6 Guest Day Passes in any 12 month period. Should You take a non Member or person(s) without a valid Guest Day Pass, you will be in breach of the Gym Rules
- 2.2 You will become a Member of the Gym, only when We accept Your application in the form that We give to You and You have paid the Membership Fee for the Membership plan for which you have opted. Our decision whether to accept Your application is in Our absolute discretion. We will only contract a Membership Plan with You in person at the premises of the Gym (The Beeches Hotel).
- 2.3 Upon Our acceptance of Your application and Your payment of the initial Membership Fee there will be a contract between You and Us on these Terms and Conditions.
- 2.4 Your Membership will be in accordance with Your Membership Plan, and Your use of the Gym must always be in accordance with Your Membership Plan.
- 2.5 The following Membership Plans are available:
 - 2.5.1 Fixed Three-Monthly – Non refundable
 - 2.5.2 Flexible Monthly – Non refundable
 - 2.5.3 Yearly (limited availability) – Non refundableDetails of available Membership Plans pricing may be obtained from the hotel reception desk.
- 2.6 You may choose any one of these Membership Plans in Your application to join the Gym.
- 2.7 Subject to the Suspension terms set out in Clause 2.11
 - 2.7.1 Your Membership will be for a minimum period of: 1 Month on a Flexible Monthly Membership; 3 consecutive Months on a Fixed Three-Monthly Membership; 12 consecutive months on a yearly Membership.
- 2.8 You may not downgrade your Membership Plan until it has expired. You may not upgrade your Membership Plan until it has expired.
- 2.9 Upon expiry of Your Membership Plan If You choose a new Membership Plan, it will replace Your original Membership Plan and it will commence as a new Membership Plan and run for the full minimum duration of that Membership Plan (for example, 1 month, 3 months or 12 months).

- 2.10 You are under no obligation to renew Your Membership Plan after its expiry date (one month, three months or 12 months).
- 2.11 You may suspend Your Membership if You are an Annual Member (only) and suffer a long-term illness, injury or pregnancy. If You wish to suspend Your Membership You should inform Us of the suspension and the date for which You wish the suspension to take effect. The date of suspension can not be prior to the date of application to suspend. Requests to suspend Membership must be via (1) letter sent by recorded delivery and signed for by Us or (2) emailed to: info@thebeecheshotel.co.uk. Confirmation of Suspension comes into force when We have acknowledged receipt of your correspondence and subject to Clause 2.12. Your Membership may be suspended for a maximum of 6 months.
- 2.12 We will require a medical certificate, doctor's note or similar proof of illness or other incapacity for suspension under Clause 2.11.
- 2.13 Your Membership cannot be transferred to another person.
- 2.14 We will provide You with a Membership card at the start of Your Membership. You may not enter the Gym or use any of its facilities without a valid Membership card. You must swipe your Membership Card upon entering the Gym for each and every visit. If you are entering with other Members, you must wait until the swipe mechanism is available before entering the Gym. If You lose Your Membership card, You will have to pay Us a charge of £6.00 for a replacement. Members will be allowed access by Us two times only, as a grace period to find their card, after this a replacement must be bought.
- 2.15 You must be over the age of 18 to enter into a Membership Agreement.
- 2.16 Should Your behaviour be deemed inappropriate and/or You break the Gym Rules We have the right to terminate your membership without notice and to refuse a refund.

3. Membership Fees and Payment

- 3.1 Membership Fees are payable in accordance with the available Membership Plans.
- 3.2 Membership Fees may be paid using any of the following methods:
 - 3.2.1 Cash payment at the hotel reception;
 - 3.2.2 Card payment directly at the hotel reception;
- 3.3 Membership Fees are subject to an annual review. Revised Membership Plans and their relevant fees will be made available at the end of each November.

4. Gym Rules

- 4.1 You may only access the gym during the access times stated when joining. You must access the building through the reception door and not through the bar area.
- 4.2 You must abide by the Gym Rules at all times when You use the Gym. If You do not, We will be entitled to suspend or terminate Your Membership.
- 4.3 You are responsible for Your own state of health, physical condition and wellbeing at all times.
- 4.4 You may not take any food items into the Gym or Pool area. Drinks must be in an appropriate 'spill-proof' container. No glass drinking containers are allowed.

- 4.5 You may only use the equipment and facilities provided by the Gym in the correct manner and must not use them in any manner which constitutes a health and safety risk either to You or to others.
- 4.6 If You have any medical condition or are taking any medication which may affect Your ability to exercise or use any equipment or facilities provided by the Gym in any way, You must inform Us of it and act in accordance with any instructions provided by Us as a result.
- 4.7 You must carry a towel with You when using the Gym and should wipe down equipment after use using the sanitiser provided.
- 4.8 You should not use the Gym or any of its facilities when under the influence of alcohol or illegal drugs.
- 4.9 You should not use the Gym or any of its facilities immediately following a heavy meal.
- 4.10 You should dress appropriately when using the Gym, including wearing appropriate Gym footwear. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the lockers provided in the changing areas.
- 4.11 We do not allow any animals in the Gym with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You apply for Membership.
- 4.12 We do not allow smoking inside the Gym.
- 4.13 You may not bring a Personal Trainer with you to the Gym.
- 4.14 Members may not act, in a paid capacity, as a Personal Trainer to other Members.

5. Equipment and Facilities

- 5.1 We have all equipment inspected and tested on a monthly basis. We have maintenance carried out every 12 months or as required.
- 5.2 If You become aware of any damaged or defective equipment You should immediately cease using such equipment and inform a member of Our staff.
- 5.3 We may withdraw Equipment at any time and for any reason including, but not limited to, maintenance, repair and alteration.
- 5.4 We make equipment and facilities available on a first-come-first-served basis.
- 5.5 Members are asked to limit the use of any one piece of equipment to 20 minutes during busy times.

6. Car Parking Facilities

- 6.1 We provide car parking facilities for Members only and You may only use them when You are using the Gym;
- 6.2 We accept no liability for any loss or damage which may result from Your use of the car parking facilities.
- 6.3 Membership does not guarantee that a parking space will be available for You to use. Parking spaces are available on a first-come-first-served basis.

7. Sauna

- 7.1 You must dry before entering the sauna.
- 7.2 For your safety you must sit on a towel. Fold the towel and place on bench, avoiding overhang in front of the heat elements.

- 7.3 The sauna is a dry sauna no water must be taken in with you.
- 7.4 No persons under the age of 18 to use the sauna.
- 7.5 Do not use the sauna if you are pregnant.
- 7.6 Do not touch the heating elements – they will be hot and may cause injury.
- 7.7 Suitable swimwear must be worn at all times.
- 7.8 A variety of aromatherapy oils are infused into the Sauna. Please ensure you are mindful of this in regard to allergies.

8. Swimming Pool

- 8.1 The swimming pool has no lifeguard present. Only persons who deem themselves to be competent swimmers should enter the water.
- 8.2 If You use the pool, You must observe any and all safety notices posted in the pool area.
- 8.3 You must take a towel with you into the Pool Area and dry yourself before leaving the Pool Area
- 8.4 People with skin, ear, genital or other body infections, open sores, or wounds should not use the Pool because of the possibility of spreading infection or irritating your condition.
- 8.5 You must store all outdoor clothing and personal items in the lockers provided in the changing areas.
- 8.6 You must shower before entering the pool.
- 8.7 You may not use any electronic equipment including, but not limited to, cameras and mobile telephones, in the pool area without Our prior authorisation.
- 8.8 If You use the pool, You must obey all instructions given by staff members.
- 8.9 No ball games in the pool area.
- 8.10 You must not use the pool when under the influence of alcohol or illegal drugs.
- 8.11 You should not use the pool immediately following a heavy meal.
- 8.12 Suitable swimwear must be worn at all times.
- 8.13 Take care when entering and exiting the Pool – always use the steps and hold onto the handrail.

9. Jacuzzi

- 9.1 We do not advise use of the jacuzzi during pregnancy, please contact your doctor for advice before entering the water.
- 9.2 People with skin, ear, genital or other body infections, open sores, or wounds should not use the jacuzzi because of the possibility of spreading infection or irritating your condition.
- 9.3 Persons with heart disease, diabetes, low or high blood pressure, or any serious illness should not enter the jacuzzi without prior consultation with their doctor.
- 9.4 Never use the jacuzzi while using or after using narcotics or other drugs that may cause sleepiness, drowsiness or raise/lower blood pressure.

- 9.5 The heat of the jacuzzi water speeds up the effects of alcohol and can cause sleepiness, dizziness and unconsciousness.
- 9.6 Avoid using the jacuzzi immediately after a heavy meal.
- 9.7 At 39-40°C limit your time in the jacuzzi to a maximum of 20 minutes.
- 9.8 Do not immerse your head in the jacuzzi water.
- 9.9 Take care when entering and leaving the jacuzzi. When leaving the jacuzzi leg muscles may be relaxed enough to make you unsteady.
- 9.10 If any fault or damage occurs with the jacuzzi please contact a member of our team at the earliest convenient moment.
- 9.11 The jacuzzi is not suitable for children under the age of 16.
- 9.12 Shower before and after using the jacuzzi. Showering before use washes away many of the common skin bacteria and removes lotions, deodorants, creams etc which reduce the effectiveness of the spa sanitizer which disinfects the water.
- 9.13 Avoid entering the jacuzzi water immediately after exercising as the water temperature can affect the heart rate.
- 9.14 Take care on the flooring around the jacuzzi as water from the tub can cause it to be slippery.
- 9.15 If any allergic reaction occurs leave the jacuzzi and rinse off in the shower. If the reaction persists contact reception or go to a local doctor or A&E.
- 9.16 Suitable swimwear must be worn at all times.

10. Gym Membership discount

- 10.1 You must have an active Membership to receive the 10% discount.
- 10.2 Discount is not applicable to set menus, function bookings, special events or any tables over six persons.
- 10.3 Discount cannot be transferred.
- 10.4 Valid discount card must be produced when paying at the bar or restaurant. The relevant discount can only be deducted from a payment being made by the Gym Member for food and drink purchased for the Member's consumption and that of their guests (maximum 6 persons including Gym Member).
- 10.5 The Discount scheme is complimentary. We reserve the right to withdraw or amend the Discount scheme at any time. We reserve the right to refuse the discount to Members not using the scheme in the spirit and method for which it is intended.

11. Changing Facilities

- 10.1 You are advised to use the lockers provided to secure your belongings. The business takes no responsibility for any loss or damage to property.
- 10.2 All items must be removed from lockers when leaving the premises. Items cannot be stored in lockers overnight. Locker checks are completed during the day and at the end of each day and any items left in the changing rooms/lockers are removed. Items will be held at reception for 7 days.
- 10.3 Any lost locker keys must be reported to a Manager. A fee of £35.00 may be charged for a replacement key and lock.
- 10.4 No photo or video footage, or audio recordings, should be taken in the changing rooms
- 10.5 Wet shaving is not allowed in the changing facilities or anywhere in the Gym or Pool Area.

12. CCTV

- 12.1 CCTV is in use in the gym and spa area for both the security and safety of all guests and staff.
- 12.2 Any individual recorded in any CCTV image is a data subject for the purposes of the Data Protection Legislation, and has a right to request access to those images.
- 12.3 Any individual who requests access to images of themselves will be considered to have made a subject access request pursuant to the Data Protection Legislation.

13. Limitation of Liability

13.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 We only provide or sell all facilities and/or services to You as a Consumer for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide or sell are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

13.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

13.4 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

13.4.1 the Consumer Rights Act 2015;

13.4.2 the Regulations;

13.4.3 the Consumer Protection Act 1987; or

13.4.4 any other consumer protection legislation

as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

14. Changes to Terms and Conditions

We may, from time to time, change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

15. How We Use Your Personal Information (Data Protection)

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from reception.

16. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your application for Membership) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your application for Membership. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

17. Information

As required by the Regulations:

- 15.1 all of the information described in Clause 13; and
- 15.2 any other information which We give to You about any Membership, facilities, services or the Gym which You take into account when deciding to make an application for Membership or when making any other decision about the facilities or services

will be part of the terms of Our contract with You as a Consumer.

18. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our facilities, services or any other complaint about the Gym or any of Our staff, please raise the matter with the manager on duty who can be contacted at the hotel reception.

19. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

20. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

21. Law and Jurisdiction

- 21.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 21.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Clause 18 above takes away or reduces your rights as a consumer to rely on those provisions.
- 21.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.