



BURNTWOOD COURT

# THE CLUB MEMBERSHIP TERMS & CONDITIONS

Common Road, Brierley, Barnsley, S72 9ET  
01226 711123

## Part A - Terms & Conditions of Membership

### Interpretation & Variation

1. These are the Terms and Conditions of Membership ("Terms & Conditions") which are incorporated into the Membership Agreement between The Club at Burntwood Court (here in after referred to as "The Club") and each member. These Terms & Conditions govern each member's membership of The Club. Please read these terms and rules carefully before completing your application as there will be a contract in place between you and us.
2. Terms defined in the Membership Agreement, as included on the current membership application form, shall have the same meaning where used in these Terms & Conditions.
3. The Club reserves the right to make, vary and revoke these Terms & Conditions and Subscription Fees from time to time as it may consider necessary or desirable for the regulation of the internal affairs of The Club and the conduct of members and their guests. The Club will maintain the latest version of the Terms & Conditions on the website and any changes incorporated in the latest version of the Terms & Conditions will be binding on members until revoked.
4. These Terms & Conditions shall be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.
5. The owner of The Club at Burntwood Court, (hereinafter referred to as "the Owner"), whose decision shall be final and binding on all members of The Club, shall determine any dispute which may arise about the interpretation of these Terms & Conditions.

### In these Terms & Conditions:

6. References to the masculine include the feminine and where appropriate the singular, the plural and;
7. The headings are for ease of reference only and are not to be taken into account in their interpretation.
8. The Club shall be operated as a proprietary Club owned by the Owner and administered by the Manager, or by such person or persons as the Owner shall nominate.
9. Members and guests must at all times observe the Club Rules and guidelines, which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of The Club may issue to ensure the smooth operation of The Club for the convenience of all members and guests. Club Rules are available from The Club Reception.
10. Members are required to give written notice to The Club of any change of address. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last address notified to The Club.
11. The Club reserves the right to refuse admission to The Club.
12. All persons using The Club facilities do so at their own risk. Members and guests are advised to seek medical advice before undertaking any form of exercise in The Club.
13. The Club is registered under the Data Protection Act 1998 (the "Act"), which implements the General Data Protection Regulations (GDPR), and complies with the Act in all its dealings with member's personal data. The Club will use the personal information you give to us to provide the services associated with your membership, process your payment for such services and to inform you about other products or services that we provide. You may stop receiving such communications from The Club at any time by contacting us. Also if you want to know what information we hold about you, or you wish to correct any information we hold about you please ask at The Club Reception or email

### Acceptance & Commencement of Membership

14. The initial Membership Agreement is for a twelve month term (the "Initial Term"). Following the Initial Term membership is renewed automatically and shall continue until terminated by The Club or the member in accordance with these Terms & Conditions.
15. Acceptance of an application for membership is at the absolute discretion of The Club.
16. Persons wishing to become members of The Club must complete an official application form and submit it to the Manager. The application form may be in digital form. Any application may be rejected by the Owner or the Manager without giving any reasons for doing so and in such cases any monies paid shall be refunded immediately.
17. Subject to Para 27 when an applicant has signed a Membership Agreement and The Club has received the appropriate joining fee, administration fee and monthly or annual subscription, depending upon the type of membership applied for, the applicant will become a member of The Club and be entitled to all the appropriate privileges within the chosen membership category (The Joining Date).
18. Where persons are accepted as members their membership shall commence from the date and time specified in Para 17 (The Joining Date), unless otherwise agreed. Membership keys will be issued and must be used at all times on entry to The Club. All members must dress and conduct themselves appropriately at all times and show consideration for other members, guests and staff at The Club.
19. All new members are offered a 10 Day Money Back Guarantee. No refunds of any fees paid are applicable after this period. No member should allow any other person to use their membership.



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20. Proof of age may be required when purchasing membership.
  21. Joint memberships can only be purchased by spouses, partners and their children and who live at the same address. Proof of the relationships referred to in this sub-clause must be provided if requested by The Club
  22. Child and Under 3 memberships can only be purchased by adding onto a parent or grandparent's membership. Proof of the relationships referred to in this sub-clause must be provided if requested by The Club.
  23. By joining The Club members accept and agree to be bound by the Terms & Conditions and The Club Rules. Members failing to comply with these Terms & Conditions or The Club Rules may be required to leave The Club premises, be refused admission or have their membership revoked. Any monies paid will not be refunded.
  24. All new members are required to complete a Par Q Form (Pre Activity Readiness Questionnaire), have a full induction/screening before using the gym facilities and have a photograph taken to allow The Club to verify identity when a member enters The Club. The photographs may be required to be updated periodically e.g. regarding Under 3's and Child members.
  25. The Club Fitness Instructors reserve the right to refuse an induction course and admission if they feel it is appropriate.
  26. The Club may require a Doctor's note before an induction.

## Payment Terms

27. Joining and Subscription fees must be paid in accordance with these Terms & Conditions irrespective of whether or not the member uses The Club's facilities. Joining Fees will be payable on the Joining Date in addition to any relevant subscription fees (See Para 29)
28. The subscription fee must either be paid monthly by Direct Debit or in advance (minimum 12 month period) by cash, cheque, debit/credit card
29. The first subscription fee that a member using Direct Debit will pay on joining is
30. calculated pro rata to the appropriate monthly Direct Debit payment by reference to the number of days between the date on which membership commences and the last day of the month in which membership commences (both days inclusive). Depending on the date on which membership commences, the first payment will also include the subscription fee for the full month following that in which membership commences. Thereafter the monthly subscription fee will be payable monthly in advance by Direct Debit on (or before) the first day of each calendar month and covers that month.
31. If you pay your membership fees by direct debit and you miss a payment because your direct debit has been cancelled or failed The Club will charge a fee for each missed direct debit to cover reasonable administration costs
32. Joining, administration and subscription fees shall be determined by The Club from time to time. Details of fees are available in writing from The Club.
33. Members shall be given not less than 10 working days' written notice of any increase in the monthly subscription fee, in accordance with the Direct Debit Scheme Guarantee

## Membership v General

34. Details of membership categories are available in writing from The Club.
35. All memberships are transferable with the approval of The Club and under the following terms:-
36. Membership may be transferred at any time providing the member owes no monies and/or charges to The Club.
37. The member must be present with the new member and a Club representative to complete the transaction and any fees due must be paid before the transaction is confirmed.
38. The transfer must be completed within 30 days of the existing member's cancellation.
39. The transfer must not be initiated by any form of advertising and The Club may refuse the transfer if advertising is used to conduct the transfer.
40. Membership rights after Transfer: upon validation of the transfer by The Club the new member will be entitled to all the rights and privileges as stated in these Terms & Conditions except for the Money Back Guarantee.
41. All memberships are non-voting and nonproprietary and run continuously
42. Founder Memberships benefit from a reduced subscription rate which will be reviewed annually along with all categories of membership and the subscription may increase.
43. Membership Documents should be kept safe by each member as they may carry a value on transfer. An existing member wishing to leave The Club may transfer their membership subject to the approval of The Club and these Terms & Conditions.
44. The Club may assign the benefit of the Membership Agreement and/or any money due to a third party at any time without notice to the member.
45. A person who is not a party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement.



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46. The Club may communicate with the member by telephone, electronic mail (i.e. email) or text message (SMS). By providing an email address and a mobile telephone number to The Club the member consents to receiving email communications and texts from The Club, including notices relating to these Terms & Conditions. The member also accepts the risk that email may not be a secure and confidential means of communication. The Club will not be liable for any loss or damage suffered as a result of communicating with a member by email or text.

47. Membership keys are issued upon receipt of a nominal fee (if applicable) and will remain the property of The Club. The Club reserves the right to retain any membership key if there has been a defaulted payment by the member concerned.

48. Membership keys remain the property of The Club and should they be lost or stolen, The Club must be notified immediately. A fee for replacement will be charged. The membership key must:

49. Be presented to a reader on entry and exit, or as requested, on each visit to The Club, failing which a day membership fee may be charged or admission refused or the member may be asked to buy a new key;

50. Only be used by the person to whom it is issued (abuse will lead to forfeiture);

51. Be carried by members when visiting The Club and shown to The Club Reception and/or other staff members when asked to do so.

52. Be handed in on the termination of a membership of The Club. The key will be disabled on the termination of any membership.

53. Children: The Club welcomes children but they must behave. They must not put themselves or other people in danger or prevent other members from enjoying The Club and its facilities. If your child is behaving unreasonably we reserve the right to speak with you or your child about this. If your child continues to misbehave we will arrange a meeting with you to resolve any issues. If we cannot resolve the issue we reserve the right to suspend the child from using The Club.

54. So that member's children and/or grandchildren can enter The Club they must be linked with an adult membership. The Club will need a signed letter of permission from the person who has parental responsibility for the child or grandchild before they can use The Club's facilities. The child's membership fee will be based on their age. When a child turns 16 they will become an independent adult member and will be required to sign a new agreement in their own right.

55. The Club may make changes to the facilities and equipment at their discretion. Where the change is material e.g., ceasing to provide an important facility such as the swimming pool The Club will give at least 30 days' written notice of the change. Upgrading works or temporary closures to The Club's facilities or premises does not constitute a material change.

#### Membership Cancellation

56. Failure to pay for membership will result in immediate suspension of membership until payments are made up to date. Monthly payments will only be accepted by Direct Debit, no cash payments are permitted unless specifically agreed. The Club will follow all legal options open to them to recover any monies due.

57. Subject to the provisions of the Membership Agreement after the Initial Term a member may cancel their membership at any time by written request to The Club giving 30 days' notice of the preferred cancellation date and all payments shall be due and payable until the expiration of such notice. All membership keys must be returned to The Club by such date.

58. Members are not entitled to refunds of payments for any type of membership. However, The Club reserve the right to make refunds at their discretion and in exceptional circumstances.

59. Any member who after the Initial Term falls behind in payment for more than 30 days will forfeit his membership. All monies due at the date of such forfeiture shall remain payable to re-join The Club and the member will be required to pay the appropriate joining/administration fee.

60. It is the responsibility of the member to cancel his Direct Debit with his bank on termination of his membership. The Club cannot be held liable for any payments processed due to the failure of a member to cancel a Direct Debit.

61. Any member who is in arrears will be stopped from entering The Club until the arrears are cleared

62. The Club reserves the right to expel from The Club, suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in the opinion of The Club, injure The Club's reputation or amounts to a breach of these Terms & Conditions or where such expulsion is otherwise in the interests of the other members of The Club. Any member so expelled shall forfeit all privileges of Club membership and shall not be entitled to any repayment of his joining fee, first payment, monthly subscription fee or annual payment for any period during which his membership is suspended, and shall be liable to The Club for all monies due at the date of such expulsion, suspension or refusal.

63. If The Club closes or becomes unusable in circumstances we did not plan or foresee (e.g. if there is extensive damage to The Club or the area around it) we can end the contract immediately by giving you notice. If we decide to close The Club for business or operational reasons we can end the contract by giving you at least 30 days' notice in writing.

Suspension of Membership (Freeze)



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64. With the consent of The Club membership may be suspended for the following reasons only; on medical grounds, redundancy or absence from the Club's catchment area due to temporary relocation (The catchment area is deemed to be a radius of 21 miles from The Club) ;V nb. This excludes holidays. Proof of the reason for requesting a suspension must be provided.

65. A suspension fee of €G10 per month is applicable per individual. Freeze requests must be in writing, will only be applied in full calendar months and must be confirmed by the 20th. of the month before the freeze becomes effective No backdated ;\$freeze period;" will be allowed. Suspension is at the Manager;'s discretion and ;\$special circumstances ;\$may be considered. Membership fees are not payable during a period of suspension.

66. If one member of a Joint suspends their membership the remaining member reverts to an individual member at the appropriate membership fee in addition to the €G10 suspension fee with appropriate adjustments to the Direct Debit for monthly subscribers and the renewal date for Pay in Advance members.

67. Membership suspension is for a minimum period of 3 months and a maximum period of 6 months.

68. Members may not suspend their membership more than once per calendar year.

69. Students may not suspend their membership for any reason

#### Limitation of Liability

70. The Club cannot be held responsible for any service or equipment not being available for whatever reason. The Club reserves the right to make alterations to the type of facilities provided, without notice and in its absolute discretion and The Club shall not be liable for any loss occasioned by such alterations except in so far as such loss is by law incapable of exclusion.

71. It is the member;'s responsibility to ensure that he/she is capable of undergoing a routine of exercises provided by any programme which he/she follows or class which he/she attends. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme or class.

72. The Club accepts no liability for loss or damage to property of members or guests nor for injury to or illness of members or guests on The Club premises or in the car park except in so far as such loss, damage or injury is by law incapable of exclusion.

73. The Club cannot accept any liability for any accident or injury that may happen on the Club's premises other than liability which may arise from The Club;'s negligence. Any accident, injury or illness must be reported to the Duty Manager immediately following the accident or injury.

74. The Club is not responsible for anything outside our control

#### CONTACT US

**75. You can contact :**

**In person at The Club Reception**

**Email:- [TheClub@burntwoodcourt.co.uk](mailto:TheClub@burntwoodcourt.co.uk)**

**Phone :- 01226 707099**



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## Part B; - The Club Rules

These guidelines are intended to help to ensure the smooth operation of The Club for everyone's benefit and failure to adhere to these Club Rules may result in the suspension of your membership or even terminated with immediate effect or guests being asked to leave The Club.

### 1 Club Opening Times

1.1 Details of operating hours and availability of facilities may vary from time to time. The Club will give notice of any significant variations to its members.

1.2 Subject to the provisions of clause 1.1, The Club will be open each day with the exception of Christmas Day, Boxing Day & New Year's Day. The Club opening hours to members will be published by The Club including the times at which off-peak members are entitled to use the Club's facilities. The time of last entry to The Club will also be published and also when wetside facilities will close

### 2 Use of Facilities

2.1 A member is entitled to use The Club's facilities, however, The Club may at any time withdraw all or part of its facilities for any period or periods and with the appropriate notice, where practicable, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of The Club. In these cases there will be no reduction in membership fees.

2.2. Members are allowed to use the facilities subject to the Rules of Conduct which are that members must:-

- Dress in a manner that is appropriate and to the activity being undertaken and in particular avoid clothing that is overly revealing, offensive to other members or staff, or is soiled or unhygienic. Hoodies are not allowed.
- Show consideration to other members, their guests and staff at The Club
- Not use inappropriate, abusive, offensive or foul language
- Not behave in a way that is inappropriate, violent, offensive or threatening to any other member, their guests or the staff at The Club
- Not bring, use or be under the influence of illegal drugs in any part of The Club's premises
- Not be drunk in or about The Club premises or consume their own alcohol or food on The Club's premises.
- Not behave in an anti-social or disruptive manner, including but not limited to inappropriate behaviour, misuse of equipment or sexual or illegal activities and
- Not allow their key to be used by any other person
- Wipe down machines after use

2.3. Mobile 'phones are allowed on the Gym Floor but telephone calls must not be taken or made

2.4 Mobile 'phones, tablets or cameras are not allowed at Poolside under any circumstances and may not be used in the Changing Rooms or Toilets

2.5. Photographs, Videos or Voice Recordings of other members, guests or staff are not allowed at any time

### 3 Members' Guests

3.1 Members aged 18 years of age and over may introduce guests to The Club subject to the approval of The Club. Use of any Club facilities will be subject to a charge advertised by The Club.

3.2 Members' guests wishing to use The Club's facilities must sign a guest record card and complete a Par-Q at Reception on arrival and members must accompany their guests and remain in The Club during the whole of the guest's visit.

3.3 The Club reserves the right to limit the number of visits per guest or to refuse admission. However, the general rule is that each adult member may sign in the same guest up to 6 times a year but no more than twice in any month and no more than 2 guests at any one time, subject to capacity.

3.4 Members are also responsible for their guests' conduct and must not leave The Club before them. Members must ensure their guests are fully aware of The Club Rules.

3.5 If the guests are under 16 then then the sponsoring member is responsible for their behaviour and also see Para 4.13 below

### 4. Children & Under 3's

(as from 01/02/21 for new members), Child (3 - 15 Years as from 01/02/21 for new members), Students (16-23 Years - There will be no new Student Memberships as from 01/02/21)

4.1 The terms "Under 3", Children" and "Students" shall have the meanings given to them in the heading to this clause and throughout these Club Rules, unless otherwise specified or where the context otherwise requires.

4.2 Under 3's and Children may only use The Club during the day and must be supervised by an adult at all times unless taking part in an activity organised by The Club. The times at which various facilities are available to Children will be published by The Club. An Under 3 ceases to qualify for free membership on their 3rd. birthday and a Child member ceases to qualify for that membership category on their 16th birthday.



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- 4.3 On that relevant birthday the Child or Student (Subject to Para 4.7) membership rate will apply and the subscription changes unless The Club receives notice of cancellation no less than 30 days prior to the relevant birthday.
- 4.4 Parents or guardians who leave their children in any of the organised activities must also collect them in person. Another person may only collect a child from these facilities when specific arrangements have been made for the child concerned. Parents or guardians are required to complete registration forms for all children before access to the facilities is permitted.
- 4.5 In exceptional cases, if approved by The Club Management, under 16 year olds may be permitted to use the gym equipment under supervision. Time restrictions and conditions will be agreed in writing prior to use.
- 4.6 Child members may use the swimming pool but with adult supervision.
- 4.7 To qualify as a Student member a current student card and written proof of full time attendance at a school, further education establishment, college or university must be provided. Eligibility for the Student membership ends on the members 24th birthday. On that day the individual membership rate will apply and the subscription changes unless The Club receives notice of cancellation not less than 30 days prior to the 24th birthday. In exceptional circumstances the age can be extended at the discretion of the Club Manager. A student is not entitled to suspend his membership for any reason.
- 4.8 Any persons aged 16 years or over will be regarded as an adult member and the appropriate membership subscriptions will be applicable.
- 4.9 Children who are 8 years or older may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult or not
- 4.10 The Club operates a Child Protection Policy.
- 4.11 Children are the responsibility of their supervised adult carer and The Club will not be responsible for their behaviour.
- 4.12 Parents are reminded that changing facilities are provided and should be used accordingly where young children are concerned. Children under the age of 3 must wear 'Swim Nappies' whilst swimming. They can be purchased from reception (charges apply)
- 4.13. The number of under 16's per adult is as follows:-
- Up to 10 years of age - 1 adult per 2 children
  - Aged 11 to 15 years - 1 adult per 3 children
- If the adult has more than one child with them the ratio that applies is the ratio of the youngest child.
- 4.14. The rules applicable to Under 16's are:-
- They cannot enter The Club unless accompanied by an adult and must not be left unattended at The Club unless attending an organized activity at The Club
  - They must not enter the Gym (Subject to Para 4.5)
  - They must adhere to the Rules governing the use of the Pools
  - Under 16's are not permitted to use the sauna, steam room and hydrotherapy pool.
  - Under 18's cannot use the sunbeds
  - They are expected to use the changing rooms designated for their own sex if they are 8 years old or older
- 4.15. For members before 01/02/21 the categories will remain at Under 5's, Child 5 - 15 and Student 16-23 years of age

## **5. Health & Fitness**

- 5.1 All members must complete a Par-Q survey and undergo an initial lifestyle assessment and a basic supervised instruction session before using the gymnasium or exercise studio equipment.
- 5.2 Members and guests are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Club reserves the right to refuse access to the gymnasium and fitness facilities to any member or guest if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.
- 5.3 Members and their guests must notify The Club of any circumstances affecting their health, which may be exacerbated through continued use of gym or fitness facilities.
- 5.4 Members and their guests should not use any piece of gym equipment without prior instruction from a Club Fitness Instructor.
- 5.5 Any member wishing to use free weights should seek advice from an instructor before undertaking any free weight exercise. Safety procedures must be adopted in all exercises
- 5.6 Access to the exercise studio maybe limited in the event of classes or pre-organized sessions. Details of these will be posted on Club notice boards and will be available from reception.
- 5.7 Members and guests using the gym are requested to carry a suitable towel, for the purpose of cleaning equipment after use.
- 5.8 Members are advised that failure to follow the rules stated clearly in the gym for both personal conduct and use of the equipment may result in cancellation of their membership.
- 5.9 Members are advised to ensure they use any equipment for the purpose it was designed for. Any misuse of equipment will be immediately stopped.



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5.10. THE BOX – This area will not be staffed at all times but if a member requires assistance with their training this should be arranged with the fitness team before the session on a “first come first served” basis

5.11. THE BOX - CCTV coverage is adopted for the safety of members and staff.

5.12. All the equipment is checked frequently to ensure it is “fit for purpose” and some equipment may be taken out of service for repair by a competent person. Members should report any faulty equipment to an instructor or at The Club Reception.

5.13. Members must comply with specific health and safety measures even if they restrict the members’ use of The Club e.g. in times of National or Local Restrictions e.g. a pandemic

## **6 Facility Bookings**

6.1 Advance bookings may be made for certain facilities at The Club according to the rules of The Club. In some circumstances there may be a booking fee. All bookings must be confirmed on arrival at Reception. Online bookings are now available for certain activities and information can be obtained from The Club Reception.

6.2 All memberships may book facilities up to seven days in advance by either by telephoning the Club’s reception, by email or in person. Members can also book online via the Booking Portal on the website at: - <http://www.burntwoodcourt.co.uk/the-club.html>.

6.3 Facility fees, where applicable, must be paid before use of the relevant facility.

6.4 No-show fees, as published by The Club, will be charged when The Club does not receive notice of cancellation at least 24 hours prior to the booked time, where the facility cannot be booked to another member.

6.5. If a member books a class and repeatedly doesn’t attend the class but doesn’t cancel within the appropriate time they may be restricted from booking classes for a period.

## **7. Personal Training**

7.1 All personal training is controlled by The Club and should be arranged with its knowledge and consent. Personal Training is undertaken by qualified and registered Personal Trainers appointed by The Club and no other Personal Training is permitted unless advance permission is gained from The Club Manager. Members are personally responsible for paying for any personal training booked.

## **8. Swimming Pool**

8.1 Access to swimming areas may only be gained by the wet routes leading from the changing rooms. Members and guests are expected to observe the published guidelines No running, jumping or diving is allowed in the pool areas. No balls, floats or inflatables are permitted in the pool areas other than those provided by The Club. Radios, lilos and anything that The Club in its absolute discretion considers to be detrimental to the use of the pool areas are not permitted. Members and guests are requested to wear conventional swimming costumes only. The pool areas may from time to time be reserved for adults only, swimmers only, classes, lessons or children’s’ parties. Prior notice will be displayed on The Club notice boards.

8.2 Photography (including Picture Mobile Phones) is strictly prohibited in changing areas.

8.3 We advise flip-flops to be worn to and from changing areas.

8.4 Conventional footwear is not permitted on wetside. Overshoes are provided and must be worn at all times.

8.5 All wetside facilities must be cleared at least 30 minutes before closing to allow time for showering and dressing.

8.6 For reasons of health and hygiene it is necessary for all members and guests to shower before entering the pools

8.7 Under 16’s must be supervised in the pool by a responsible adult. (See para 4.13)

8.8 There will be restrictions in place for adult only swim times. No Child members will be permitted to use the pool or wet facilities during these times. Times will be posted in The Club.

8.9 The maximum capacity weight allowance of the main pool steps is 170kg.

8.10. Members and guests using the pools must conduct themselves so as not to embarrass any other member or guest

## **9. Sauna, Steam & Hydrotherapy**

9.1 Members and guests with the following conditions should not use the hydrotherapy, sauna and steam room: low/high blood pressure, cardiac irregularities, asthma and pregnancy. If there is any doubt, the member or guest should consult his/her doctor. Swimming costumes must be worn in the communal spa, sauna and steam room. For safety reasons no person should spend more than 15 minutes in a sauna and steam room. Shaving is not permitted in the sauna and steam room. Under 16’s are not permitted to use the sauna, steam room and spa.

9.2 Members and guests must shower before and after using the sauna and steam room.

9.3. The use of oils and lotions or glass/ceramic containers is not permitted in the Sauna or Steam Room

9.4. Flammable or combustible materials (e.g. newspapers, magazines, aerosols & towels) should not be taken into the Sauna and Steam Room



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## 10. Lockers

10.1 Personal belongings are brought onto The Club premises at the members/guests own risk and The Club does not accept liability for any loss or damage whatever to such items. For security reasons members and guests are advised to store personal belongings and valuables in the lockers, which are provided for the convenience of members and their guests. Lockers are provided on a daily basis only and any items left overnight will be removed when The Club closes.

10.2. Lost Property – for hygiene reasons, perishable, personal hygiene items and specific items such as underwear shall be disposed of if left in The Club. All other items will be placed in “lost property” at The Club for a period of 30 days and will then be disposed of or donated to charity

## 11. Dress

11.1 Members and guests are requested to wear a form of dress appropriate to the time of day and place on all occasions; in the gym a training top, shorts/legging and suitable shoes are required. Non-marking soled shoes should be worn in the gym and exercise studios. Aerobics clothing, singlets, swimsuits, cut-off denims and soiled sports clothing are not permitted in the Lounge or bar areas.

## 12. Safety & Hygiene

12.1 In the interests of safety and hygiene, no crockery, glass or foodstuffs are permitted in the changing rooms, gym, exercise studio or swimming pool areas. No pets (with the exception of dogs for the disabled) are permitted in The Club building. Members and guests must use the main entrance to The Club when entering or leaving The Club.

12.2 Fire exits, which are clearly marked, are there in the interests of safety and members and their guests must not interfere with these doors for any reason. In the event of a fire, members and their guests are asked to make their way to the nearest available exit and proceed to the designated assembly point. All members and guests must acquaint themselves with the fire alarm and evacuation procedures posted around The Club.

12.3 Cars must be parked in the designated parking bays. Disabled spaces are provided for drivers with registered disabled badges which must be displayed at all times when parked in the designated bays for the disabled

12.4 Smoking is not permitted anywhere in The Club building other than designated areas. The Club operates a strict no smoking policy and the management reserve the right to remove offenders from the premises.

12.5 The use of drugs is not permitted, other than for prescribed medical reasons.

12.6. Members must comply with specific health and safety measures even if they restrict the members' use of The Club e.g. In times of National or Local Restrictions e.g. a pandemic

## 13. Sunbeds

13.1 The use of sunbeds at The Club is only permitted by those aged 18 years and over and Sunbed users are required to adhere to such additional rules regarding the use of sunbeds as The Club may introduce from time to time.

13.2 Usage – All use of the Sunbed Equipment is entirely at the users risk and only 1 token per visit is recommended

13.3 Eye Protection should be worn when using the Tanning Equipment. Eye Protection is available from reception. (Charges apply)

13.4. Users should shower both before and after any session

## 14 Licensing Regulations

14.1 The sale or supply of intoxicating liquor to adults in The Club is permitted within the general licensing hours in force applicable to the licensing district in which The Club premises are situated and the bar opening hours shall be fixed by The Club. Intoxicating liquor shall only be sold in accordance with the terms and conditions (if any) imposed by the Justices License granted in respect of The Club premises.

## 15 General

15.1 Members and guests must at all times observe The Club guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions which the management of The Club may issue to ensure the smooth operation of The Club for the convenience of all members and guests.

15.2 It is advised to read the safety precautions when using the Sauna, Steamroom and Tanning Equipment.

15.4 Charges will apply to any member/guest who loses their membership key. Charges are displayed at Club Reception

15.5 Disabled parking bays – these are provided for disabled users only and must not be used unless a blue badge is clearly displayed

15.6 Considerate parking – You are expected to show consideration to other users by only parking within marked bays. All vehicles and bikes are left entirely at the owner's risk

**The Club, Common Road, Brierley, Barnsley S72 9ET Tel: 01226 707099**