Terms of Membership

7 Health & Fitness Perth shall be operated as a propriety club owned by Lovat Hotels Ltd and located at the Best Western Queens Hotel Perth. The club will be administered by Lovat Hotels Ltd or by another nominated person. The owner shall solely determine the facilities of the club; any amendment or replacement shall be at the owner's discretion.

It is the aim of 7 Health & Fitness Perth to provide a pleasurable part of your leisure time. To that end we have put together, some simple *"terms of membership"* which we hope will ensure all members are able to enjoy the club safely and without being inconvenienced.

We welcome all members' comments and suggestions

Access

- Members must present their membership card each time they visit the club. Hotel guests must present their name and room number not their key card. The club reserves the right to refuse entry without presentation of these items.
- 2. Entry will be refused to anybody under the influence of drugs or alcohol.
- 3. Appropriate clothing and footwear must be worn in the club. Exercise clothing, with the exception of tracksuits, may not be worn in the public areas of the hotel.
- 4. No animals are permitted in the club, other than guide dogs
- The club will open from 6am 10pm daily. Last entry is 30 Minutes before closing. These hours may vary on Bank Holidays and over Christmas, New Year, and Easter.
- The club reserves the right to close facilities without prior notice should the need arise. Whenever possible advanced warning will be given.
- 7. Members may be accompanied by a maximum of two guests at any one visit, unless prior arrangements have been made with the Manager.
- 8. Only adult members are permitted to sign in guests
- 9. The club reserves the right to refuse admission to any guest.
- 10. The club reserves the right to terminate membership without giving reason. (Refunds may be available subject to circumstances of membership termination)

Health & Safety

- 1. Prior to using the gymnasium, a Health Commitment Statement must be completed and signed. You have a responsibility to alert the staff to any health conditions which may prevent you from performing physical activity and a doctor's letter must be provided before use of the club is allowed
- Members must accept responsibility for their guests and ensure that they abide by the terms of membership. Members must be with their guests at all times
- 3. Glass and crockery is not permitted anywhere in the club other than the reception/lounge area.
- 4. Smoking is not permitted anywhere in the club.

<u>Children</u>

1. Children under the age of 16 are not permitted to use the gymnasium.

Administration

- 1. The club management reserves the right to reject any application for membership without giving a reason.
- The club fees and tariffs shall be determined by the club and may be altered at any time. Members will be notified in advance of any changes.
- 3. The club reserves the right to terminate the membership of any member without notice in the event of a member committing a serious breach of the clubs terms of membership.
- 4. On cancellation or termination of membership, no refund will be made.
- 5. All members who wish to cancel their membership must do so in writing giving 28 days notice.
- 6. Membership cards are only for use by the member and are not transferable under any circumstances.

Other Terms

- 1. Radios, mobile phones, and other items likely to cause annoyance may not be used in the club.
- 2. Lockers should only be used for storage of personal belongings.
- 3. Property is stored at the owner's risk and the club will accept no liability for loss or damage.
- 4. Lockers will be cleared every 24 hours and all items removed.
- 5. The club reserves the right to dispose of any items not claimed within 4 weeks.
- 6. The club reserves the right to amend these terms at its absolute discretion. Notification of changes will be displayed on the notice board.

Membership

- 1. All members will pay a subscription beginning when the member is accepted for membership and shall be payable either annually in advance or by monthly payments in which case it will be debited from the members bank account by monthly direct debit.
- 2. There are no long term contracts, however 28 days cancellation notice is required.
- 3. Renewal of annual memberships is due after completion of the initial 12 month period and subsequent 12 month periods thereafter. Members are given the option to either renew their existing membership with the Terms & Conditions set out above prevailing for further 12 month periods, change to a different membership tariff for which a new initial contract period will apply, or pay their membership fee in one annual lump sum. Where members choose to renew their existing membership, members will have the ability to cancel their membership in accordance with the cancellation clauses set out in these Terms and Conditions. Please note that the

continuance of monthly payments to **3D Leisure** will constitute the renewal of the membership at the prevailing rate in accordance with these Terms & Conditions.

Data Protection

- 1. We take the privacy of our members seriously. This statement explains the ways in which we use your personal information. If you have any queries with regard to our processing Please contact us on. 01738 442222
- We collect personal information from you through the membership form and your use of our facilities. The information we collect may relate to your physical health or condition and we will use your personal information for the purpose of providing and personalising our membership services.

The Data Protection Act 2018 (DPA) & General Data Protection Regulations (GDPR) permit us to use your data for certain reasons only; for example We need your data as above to carry out our legitimate interests of the leisure club.

3. Information about products and services offered by us or our business partners and third parties may be sent to you from time to time should you choose to give consent.

Please tick here \Box to consent to allow us to process your personal information under point 3 above.

I confirm that I have read the above terms and conditions and agree to abide by them:

| Print Name: | | | |
|-------------|--|--|--|
| _ | | | |

Signature: _____

Date: _____