



## Terms & Conditions

### THE CLUB COMPANY PRINCIPAL TERMS OF MEMBERSHIP

Golf membership is an initial commitment from the date of joining until the 1st May 2026 with an automatic annual renewal thereafter. Health and fitness members are required to join for a minimum period of twelve months unless they enrol in one of the monthly membership categories in which they must join for a minimum of one month after which they may resign in accordance with the rules governing termination.

Membership charges are subject to review, the date on which the variation in charges takes place is displayed on the club notice board. Members are notified in writing of any changes in their subscription with a minimum of 2 weeks notice. Where the rate review date falls within a commitment period and the member is paying monthly the increased charge will apply.

In the event of subscriptions not being paid on the due date, access to The Club Company premises may be refused and online services withdrawn until such time as payment is received. Non-payment will incur an administration fee, as published on the club notice board. If an overdue subscription is not paid within 14 days, the subscription for the remainder of your commitment period will become payable, in full. Once outstanding fees have been met in full, normal access rights will be reinstated.

At enrolment, members must sign the health declaration. This states our commitment to you and your commitment to us regarding your health.

In the event of the head member terminating their membership, any partner member will be required to become an individual member. This will involve paying an increased monthly subscription.

Membership suspension and early cancellation, which only apply to annual membership types, will only be granted in the following circumstances on production of the specified 3rd party evidence:

- Pregnancy - Medical confirmation
- Ill health or injury - Doctor's letter
- Loss of livelihood - Proof of Income Support or redundancy
- Relocation further than 20 miles from the club - Third party proof of new address (e.g utility bill)

Membership may only be terminated on the last day of a calendar month. All terminations requests, including early termination, must be made in writing (in the form of an email to [membershipservices@theclubcompany.com](mailto:membershipservices@theclubcompany.com) or via The Club Company app) by giving not less than one full calendar months' notice. For your own protection you should ensure that any such

cancellation request is confirmed by email from the club or membership services.

### **One full calendar months' notice – explicit rule(s):**

We calculate your membership in whole calendar months. This means that the following applies. Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your membership and we receive your notice on 17th February, your notice will start from 1st March, it will run out on 31st March, your last day of membership will end on 31st March and you will pay one more Direct Debit (on 1st March) after giving notice. If you are terminating your membership inside the annual golf commitment or your minimum twelve month commitment with supporting evidence, one full calendar months' notice will still apply.

Exceptions to one full calendar month:

- If you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
- If you have provided supporting evidence that you need to terminate your membership on the grounds of financial difficulty.

Your notice is not effective until we have received it. Therefore, you should check that your email has been sent to us. We will confirm we have received your notice within 7 days of receiving it. If you do not receive this confirmation within 7 days, you must immediately let us know so we can check whether we have received it.

From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.

## **THE CLUB COMPANY MEMBERSHIP TERMS AND CONDITIONS**

### **1.0 OVERVIEW**

The club of which you are a member is part of a group of leisure clubs whose parent company is Club Company (Group) Limited. These terms and conditions, relate to the entire group, including the club of which you are a member. This document together with information and local regulations contained within the "Club Guide" are designed to facilitate the smooth running of the club and the enjoyment of its members. Members are respectfully reminded of their obligation to observe all such rules and conditions and to make every effort to comply with any reasonable request made by the club General Manager.

#### **1.1 Categories and Benefits**

Your use of the club is governed by your chosen membership category, an outline of which is provided at Section 4, Membership Categories, of this document. Further details relating to each category of membership of your club is provided within the Club Guide.

#### **1.2 Club Guide - Local Rules**

In addition to the terms and conditions contained within this document relating to the administration of

your membership, attention is drawn to the "Club Guide" which includes local rules relating to opening times, access restrictions, booking and usage conditions, health and fitness facilities availability, using the club with children, crèche facilities, dress code, safety and hygiene, levy card, system, guest policy, car parking, smoking policy, mobile phone usage, and golf etiquette. A copy of the Club Guide is available from the club and on the members' website.

## 2.0 FEES AND CHARGES

Other than whilst within an initial 14 day cooling off period, membership joining, administration and subscription fees are non-refundable.

### 2.1 Fees Payable

Details of fees for your chosen category of membership are provided by the club at enrolment. Such fees are subject to review in accordance with clause 2.7 below. Current fees, including suspension and non-payment administration fees are available from your club upon request.

### 2.2 Cooling Off Period

Members changing their mind within 14 days of enrolment will be permitted to withdraw their application for membership, provided the request is made in writing. Should this clause be invoked, any fees paid towards membership of the club will be fully refunded. This condition will be strictly applied and no extensions to the 14 day period will be granted.

### 2.3 Enrolment Fees

Members are required to pay an administration fee and joining fee. This is a one-off charge made at the commencement of membership. If a member leaves and then rejoins at a later date, further administration and joining fees become payable at the rate prevailing at the time of rejoining.

### 2.4 Membership Subscriptions

Membership subscriptions are payable either in full for the commitment period, and then annually thereafter, or monthly by Direct Debit.

### 2.5 First Charge

Upon enrolment, members will be asked to pay a pro rata subscription for the current month together with any joining fee and administration charge, for themselves and all other members within their group. Should the member choose to pay by Direct Debit and there be insufficient time to activate the bank mandate (approximately 10 working days) the joining member will be asked to pay for the subsequent month in advance.

### 2.6 Direct Debits

The Company offers a monthly Direct Debit payment facility.

#### 2.6.1 Charging

All Direct Debit collections will take place on or just after 3rd of each month unless otherwise advised. Where the 3rd of the month falls on a weekend or a bank holiday, payment will be collected from the member's bank account on the next available banking day.

### 2.6.2 Linked Members Charging

Direct Debit subscription payments for any partners or other linked members within a membership group must be paid from the same bank account as the head member. Mixed methods of payment are not allowed on the same membership group.

### 2.6.3 Finance Charge

Subscriptions collected by monthly Direct Debit instalments include a finance charge, which is determined by reference to the cost of commercial company borrowing rates. Subscriptions paid annually in advance exclude the finance charge.

### 2.6.4 Direct Debit Commitment

The option to pay annual membership subscription by monthly Direct Debit instalments is contractual. Should this arrangement be broken the balance of the subscription for the entire commitment period will become immediately payable in full.

## 2.7 Review of Charges

Membership charges are subject to review. The date on which the variation in charges takes place is known as the rate review date which is generally 1st May or 1st June for Golf membership and 1st September for Health club memberships, unless otherwise notified.

## 2.8 Amendment of Charges

Members are notified in writing of any changes in their subscription with a minimum of two weeks' notice. Where the rate review date falls within a commitment period and the member is paying monthly the increased charge will apply.

## 2.9 VAT Charges

Subscriptions include VAT, changes in the applicable rate may be made by the regulatory authority from time to time. The company reserves the right to pass on such changes at its discretion.

## 2.10 Missed Payments

Administrative and credit control process, in the event of missed payments.

### 2.10.1 Late Payment

In the event of subscriptions not being paid on the due date, access to The Club Company premises may be refused and on-line services withdrawn until such time as payment is received.

### 2.10.2 Direct Debit Rejections - Insufficient Funds

Should a Direct Debit fail to be collected due to insufficient funds, a second attempt will be made to draw the overdue subscription within 10 working days. Should this second attempt also fail, an attempt to draw a double payment in the following month's Direct Debit collection will be made.

### 2.10.3 Direct Debit Cancellations

Should a Direct Debit fail to be collected due to cancellation, a letter will be sent requesting payment for current month together with a replacement mandate.

### 2.10.4 Non Payment

Non-payment will incur an administration fee, as published on the club website. If an overdue subscription is not paid within 14 days, the subscription for the remainder of your commitment period will become payable, in full. Once outstanding fees have been met in full, normal access rights will be reinstated.

### 2.10.5 Recovery Action

Continued failure to pay will result in The Club Company using various methods of collection including the services of collecting agents and where necessary court action, to pursue recovery. Should this be the case, any costs associated with debt recovery will be added to the debt and become payable.

## 3.0 MEMBERSHIP CONDITIONS

### 3.1 Enrolment

From time to time we may require proof of identity, address and or bank account details for Direct Debit.

### 3.2 Bank Details

Our system has modulus checking-software to ensure validity of bank details. Should this software indicate invalid bank details, members wishing to pay by Direct Debit may be requested to provide confirmation of bank account details with a debit card.

### 3.3 Discretion to admit

The Club Company reserves the right to reject an application for membership, or refuse admission, without ascribing any reason for doing so.

### 3.4 Basis of Contract - digital

By clicking acceptance of The Club Company Membership Terms and Conditions will form a legally binding contract between the member and The Club Company. The IP address of the acceptance will be stamped at the bottom of these terms.

### 3.5 Acceptance of Rules

In signing this agreement members agree to abide by these terms and conditions together with local rules and regulations contained within the Club Guide, available on the members' website or at the club. The Club Company reserves the right to amend these rules at any time. Notice of any change or update in rules will be published on the club website.

### 3.6 Health Declaration

At enrolment, members must sign the health declaration. This states our commitment to you and your

commitment to us regarding your health.

### 3.7 Membership Groups

The concept of a group structure enables us to maintain lower fees.

3.7.1 Only one partner is permitted in each membership group. Partner members must cohabit with the head member.

All correspondence will be sent to the head member who will be responsible for relaying all information to the other members of the group.

3.7.2 The head member will be responsible for payment of all joining fees and monthly subscriptions. Direct Debit collections will only be taken from one bank account.

3.7.3 All members in a group must pay by the same method. It is not possible to permit a mixture of payment methods within a group membership.

3.7.4 In a mixed golf and health and fitness membership group, any adult golf member will be deemed the head member, irrespective of which bank account is being used for payment of monthly subscription.

3.7.5 In a mixed group of health and fitness members, with twelve month and one month commitments, the member with the twelve month commitment will be deemed the head member.

3.7.6 Partner members and or additional adult members added at enrolment or at a later date must click to accept their own terms and conditions, where by the IP address of the accepting member will be stamped at the bottom of their terms.

3.7.7 In the event of the head member terminating their membership, any partner member will be required to become an individual member and will be bound by their own acceptance of terms and conditions. This could involve paying an increased subscription.

### 3.8 Commitment

Membership of the club involves an ongoing commitment.

3.8.1 Health and fitness members are required to join for a minimum period of twelve months unless they enrol in one of the monthly membership categories in which case they must join for a minimum of one month after which they may resign in accordance with the rules governing termination. (3.14)

3.8.2 Unless written notice is received, membership will continue beyond the initial minimum commitment period and be subject to the rules of suspension and termination. (see 3.12 & 3.14)

### 3.9 Restrictions

Access rights and age restrictions apply to certain categories of membership.

3.9.1 Off-peak and senior health & fitness members should note that these categories are adult only (no infant or juniors can be added to an Off-Peak or Senior Membership).

3.9.2 Restricted entry times apply to Off-Peak, Senior, Lifestyle, Junior and Infant Memberships,

please refer to the membership category schedule in the Club Guide for full details.

### 3.11 Transfers

With the exception of specific transferable membership types, memberships are not transferable and cannot be used by anyone else.

### 3.12 Suspensions

Criteria and ongoing implications for membership suspension.

3.12.1 Membership suspension only applies to annual membership types and will only be granted in the following circumstances on production of the specified third party evidence:

(i) Pregnancy - Medical confirmation

(ii) Ill health or injury - Doctor's letter

(iii) Loss of livelihood - Proof of Income Support or redundancy

(iv) Relocation further than 20 miles from the club - Third party proof of new address (e.g. Utility bill).

3.12.2 Suspensions must be requested in writing no later than 25th of the month to take effect from the 1st day of the following month and will not be granted retrospectively.

3.12.3 Suspension of membership will not be permitted until the first full month of membership has been completed and will be for a minimum of one month and a maximum of nine months, effective from 1st of any month only.

3.12.4 A monthly suspension fee of £15.00 for health and fitness and £20.00 for golf is charged for all adult and intermediate memberships. Child memberships will not be charged.

3.12.5 Members suspending within commitment will have their commitment period extended

for an equal period of time. In other words the length of any suspension will be added to the end of the commitment period. At the point of reinstatement, the subscription will be charged at the prevailing rate.

3.12.6 Should a head member of a group suspend, any active partner will be charged at the relevant individual member rate during the period of the suspension. Should all adult members within a membership group suspend any children in the group must also suspend.

### 3.13 Upgrading and Downgrading

Criteria for changing membership category.

3.13.1 Requests for changes to membership categories must be made in writing by 25th of the month prior to the change taking effect. Forms are available at your club, if required.

3.13.2 Health & fitness membership may be upgraded at any time on payment at the appropriate rate by request via The Club Company app or by email to [membershipservices@theclubcompany.com](mailto:membershipservices@theclubcompany.com).

3.13.3 Health & fitness membership can only be downgraded after the first 12-month period of

membership, upon one month's written notice. Health & fitness membership may only be downgraded to take effect at the start of the month and may only occur once in any 12-month period. No refund of any portion of the joining fee will be made. Golf Membership can be upgraded at anytime upon payment of the appropriate rate but only downgraded at your renewal date. Golf Membership cannot be downgraded within your initial commitment.

### 3.14 Cancellation (termination) of membership

Conditions for when and how to terminate membership.

3.14.1 Golf membership can only be cancelled on the club's next annual renewal date.

3.14.2 Annual health and fitness membership may be terminated at any time after the first full year of membership, unless a suspension has taken place within that time. In which case termination cannot be activated until full commitment (including extended period) in the chosen category of membership has been served. (See 3.12.5) Monthly health and fitness membership only, may be terminated at any time after the first full month of membership on provision of one full calendar months' notice. Stipulation of the full calendar months' notice is as above.

3.14.3 Early cancellation/termination will only be granted to golf members prior to the next golf renewal date or health & fitness members that are inside their twelve month commitment, in the following circumstances on production of the specified third party evidence:

(i) Pregnancy - Medical confirmation (e.g. MATB1)

(ii) Ill health or injury - Doctor's letter/Hospital notification

(iii) Loss of livelihood - Proof of Income Support or redundancy or business liquidation

(iv) Relocation further than 20 miles from the club - Third party proof of new address (e.g. Utility bill) or travel further than 20 miles from the club and for longer than the period of the remaining months in commitment e.g. proof of moving abroad.

3.14.4 Membership may only be terminated on the last day of a calendar month. All terminations requests, including early termination, must be made in writing (in the form of an email to [memberships@theclubcompany.com](mailto:memberships@theclubcompany.com) or via The Club Company app) by giving not less than one full calendar months' notice. For your own protection you should ensure that any such cancellation request is confirmed by email from the club or membership services.

3.14.5 The Club Company reserves the right to refuse admission and/or expel any member if, in its opinion, that person has caused nuisance, annoyance, offence or a breach of rules.

### 3.15 Membership Cards

All members, including infants and juniors, will be issued with membership cards.

3.15.1 Members must carry their membership card when visiting The Club Company premises and show them to club reception staff or duty manager when asked to do so.

3.15.2 Where necessary, members must swipe their membership card when entering the club. If the card fails to swipe due to unpaid subscriptions, access may be refused and the card retained until



such time as the problem with missed subscription payments has been resolved.

3.15.3 The loss of a card should be reported immediately to The Club Company staff. We reserve the right to charge for a replacement.

3.15.4 Any misuse of membership cards will result in an immediate cancellation of membership.

3.15.5 Membership cards are not transferable and are to be used by the named member only.

### 3.16 Juniors

Supervision of juniors and limitations of use.

3.16.1 Parents are reminded that they are responsible for their child's behaviour at all times when visiting club premises.

3.16.2 The company maintains age restrictions over the use of certain equipment and facilities and in regard to certain activities within the club. A full copy of rules governing the use of the club with children can be found within your Club Guide. Copies are also available on the member's website.

### 3.17 Use of the Facilities

Availability clauses.

3.17.1 Use of club facilities is determined by your chosen membership category, an outline of which is provided at Section 4, of this document. Further details relating to each category of membership are provided within the Club Guide available from the club and on the members' website.

3.17.2 The Club Company may at any time, without penalty, withdraw all or part of its facilities for any period with or without notice in connection with any unforeseen circumstances or any reasonable repair, alteration, cleaning maintenance work or similar reason deemed necessary for the safe operation of the club.

3.17.3 The Club Company also reserves the right to set aside facilities for occasional social or sporting events, details of which will be notified in writing and/or published on the club website.

### 3.18 Personal Information

#### 3.18.1 Privacy Policy

We take your privacy seriously and will only use your personal information to administer your account and to provide the service and the products you have requested from us. However, from time to time we would like to contact you with details of other offers and services we provide. We do not pass your data onto any organisation outside the Club Company Group of clubs. You will be asked to give your consent to receiving such communication and will have the option to opt out at any time.

#### 3.18.2 Mywellness

As a member you will be automatically enrolled onto an IT platform called "Mywellness". Your "Wellness Journey" record links with the mywellness platform to ensure you receive personal guidance and support from our wellness advisors team, providing you with training programs and results. Your preferred method of communication from the mywellness platform will be set at your

induction.

### 3.19 Liability

Loss and personal injury clauses.

3.19.1 All members, and their guests, use club facilities at their own risk and The Club Company will accept no responsibility for any accident, illness or injury, whilst on its premises, howsoever caused, other than liability arising from negligence of The Club Company or its staff.

3.19.2 Any member or guest who suffers injury or accident on The Club Company premises must immediately report the incident, and the circumstances under which it occurred, to the General Manager or Duty Manager.

3.19.3 Liability for loss or damage to property of members and their guests, including property stored in lockers, vehicles and their contents, motorcycles and bicycles, parked or left on club premises, is strictly limited to any loss suffered as a result of negligence of The Club Company or its staff.

### 3.20 General Conditions

Other general conditions.

3.20.1 No food or drink, alcoholic or otherwise, may be brought into and consumed within the club or its grounds.

3.20.2 The General Manager, whose decision shall be final, shall determine any dispute that may arise with regard to the interpretation of these rules.

3.20.3 Members must advise the club immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.

3.20.4 Members and guests should comply with any reasonable request from the General Manager to facilitate the smooth operation of the club, its facilities and for the convenience of the membership at large.

### 3.21 Inter-Club transfer

If a member wishes to transfer their membership to one another club with The Club Company group, requests should be made via The Club Company App or to [memberships@theclubcompany.com](mailto:memberships@theclubcompany.com). These terms and conditions as accepted at enrolment to your original club, will be carried over to your new club. Your subscription will change to that of your new club. Membership services will help facilitate the transfer, which will include a change to your Direct Debit Instruction to the new club and confirmation of your new subscription rate at the new club.

### 3.22 Terms of Multi-site Access Use

Golf course bookings can be made 3-days in advance.

Group Exercise bookings can be made on the day by contacting the reception of the Club you would like to visit.

The Club registered as the member's "home club" must be the location used most frequently.

If a member uses an “away” club more than their “home club”, we reserve the right to move the membership subscription to the most frequently used club. The term “most frequently used club” refers to when an “away” club has been visited within a particular period 50 percent of the time or more under a membership subscription. This will be decided by the Group at its sole discretion.

If a membership subscription is transferred to the most frequently used club, the membership subscription fees will be adjusted to those applicable under the new club.

Golfers may use another course within the Group (up to twice per calendar month).

We reserve the right to change or remove multi-site access at any time.

Multi-site access, does not apply to the Castle Royle golf course (to be used by Castle Royle golf members only).

#### 4.0 MEMBERSHIP CATEGORIES

A full list of membership categories, with details of specific access rights is contained within the Club Guide, a copy of which is available from the club and on the members’ website.

Club membership broadly comprises the following types:

Full Health and Fitness Individual Membership - Unrestricted access to health club.

Health and Fitness Partner Membership - Unrestricted access to health club.

Off-Peak Health and Fitness Membership - Midweek access to health club at restricted times.

Lifestyle Health and Fitness Membership - 7 Day access to health club at restricted times

Senior Health and Fitness Membership - Restricted access to health club for persons over age 65.

Intermediate Health and Fitness Membership - Seven-day access to health club. Age restrictions apply.

Junior Health and Fitness Membership - Access to certain health club facilities. Age restrictions apply.

Infant Health and Fitness Membership - Access to certain health club facilities. Age restrictions apply.

Please Note:

Infant, Junior, Intermediate and Graduation Memberships will automatically move up to the next membership category on the rate review date (see 2.7) following the relevant birthday. The resultant change in fee will be notified in writing prior to implementation.

## GV TEST

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Signed 29th January 2025 at 09:16

IP: 18.132.107.233