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HARBOUR  
CLUB

Member's Handbook

# Membership terms and conditions for Harbour Clubs

## Terms and conditions for Harbour Clubs

### Introduction

To help you get the best out of the club and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that if you sign up to any of our online facilities or groups, extra terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team at your club will be happy to help you.

To help make these terms and conditions easy to read, we have split them into two parts.

- **Part A – terms and conditions of membership**

All members must keep to the same terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

- **Part B – rules and regulations for using facilities**

These terms and conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to your club.

These terms and conditions apply at all times and take priority over anything a Harbour Club team member has told you.

These terms and conditions replace any previous versions.

# Part A – terms and conditions of membership

## Definitions that apply to part A

**You**– the person named on the application form as the Lead member

**Linked member**- anyone who is linked to your membership

**Your entire membership**- your membership and the membership of your linked members

**We and us**- Harbour Club Limited

**Your club**- the Harbour Club which you have applied to join or have been transferred to

## 1 Responsibilities of lead members and linked members

**a** Every person who signs the membership application will be jointly and individually responsible under this agreement.

**b** This means that:

- if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
- each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and
- each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.

**c** The responsibility in A1b for the fees and charges of any linked member continues until:

- the linked member's link with the lead member changes in any of the ways set out in A8 'Changing your membership category and linked members'; or
- the linked member ends their membership by following the procedure in A14 'Ending your membership'.

**d** The rules in A1a to c also apply to anyone who makes an application online.

**e** All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.

**f** You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

## 2 Notice

- a** 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 23 May, your notice will start from 1 June, it will run out on 30 June, your membership will end on 30 June. The only exception to this is 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.
  - Anywhere in these terms and conditions where you can give notice to end your membership from the end of the month, when you give notice we will end your membership at the end of the month during which we receive your notice as long as you have met all other requirements associated with it. For example, if we receive your notice on 23 May (with any supporting evidence we have asked for), your membership will end on 31 May. There are no exceptions to this rule. For example, if you give us notice on 1 June, your membership will end on 30 June.
- b** If you want to give notice, it must be in writing (addressed to the Membership Department at your club). We will accept notice by email (the email address is on your club website). If you need to give us evidence of certain things, you can provide them as attachments to an email.
- c** Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:
- if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
  - if you hand your notice in at your club, ask for a receipt; or
  - if you send us your notice by email, ask for a delivery receipt.
- d** We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let your club know so they can check whether we have received it.
- e** 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.
- f** If we need to give notice to you:
- it will be effective if we send it to the address or email address we have in the records we hold about you; and
  - if we give notice during a month, our notice period will run from the first day of the following month.

## 3 Membership categories

- a** You are entitled to use the facilities available under your category of membership. Your club will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. You can also get details from our website.
- Some categories of membership have extra features which are explained below.
- Life members do not pay membership fees. Life memberships can be transferred and sold under certain conditions (see section A14.2).
  - Full memberships can be sold under certain conditions (see section A14.2 and A14.3).
  - Overseas members are non-resident in the UK and may use the club for a certain number of days per year.
- b** Not all membership options may be available at all Harbour Clubs at all times. We may choose to stop providing certain options. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these options unless they become available.
- c** So that your children or grandchildren can enter your club (whether or not they use the facilities), you need to link them to your adult membership. We will also need a letter of permission, or signature, from the person who has parental responsibility for your child or grandchild before they can use the club's facilities. The child's membership fees will be based on their age and, if relevant, will increase from the month following each birthday. When a child turns 23, they will become an independent adult member and will need to sign a new agreement in their own right. If you continue to pay the young person's membership, you should also sign the young person's agreement. We have the right to limit the number of children linked to an adult's membership. You can only link children to your membership if you are a Life, Full, Founder Peak Health or Overseas member. Children of overseas members can use the club for the same number of days per year as their parent's membership and may not book the Crèche in advance.
- d** To allow your nanny to enter the club to supervise your child, you will need to link the nanny to your membership and pay the appropriate membership fee. You can only do this if you have a child under 12 linked to your membership. You cannot link the child's parent or grandparent as a nanny. Your nanny will not be able to use the facilities when they are not with your child. You must let us know when you change or stop employing a nanny.
- e** If you have children or a nanny linked to your membership, they have the same access rights as you do. For example, if you have off-peak membership, your children or nanny can use your club at off-peak times only.
- f** If you have a disability which means you need someone to help you use the facilities at your club, you can sign your assistant in as a guest. You will not have to pay a fee. However, the assistant can only use the facilities to help you.

## 4 Membership types and length of membership

### 4.1 Standard membership

- a Standard membership will begin on the day when we accept your membership application.
- b Unless you end your membership early (see A15 'Ending your membership early') or we cancel it (see A16 'Cancelling your membership'), it will run for the initial period, which is at least 12 full calendar months (see A4.1c) and will continue then indefinitely until you give us at least one full calendar month's notice in writing in line with A2 'Notice'.
- c The 'initial period' is the full 12-calendar month period from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in A5d 'Starting your membership'.
- d This means that your minimum commitment is to pay for the first 12 full calendar months of your membership with us (together with the part of a month as mentioned in A5d 'Starting your membership'), even if you pay by monthly direct debit and cancel the direct debit before then.
- e If you want to end your membership from the end of the initial period, you can give us month's notice (see A2 'Notice') as long as we receive your notice any time up to and day of the final calendar month of your initial period. If you give us notice but we do not receive it by the first day of the final calendar month, your membership will not end at the end of your initial period. Instead, we will treat your notice as if we received it on the first day of the following month and your membership will not end until one month after that date. There is more information on ending your membership in A14.

### 4.2 Flexible membership (not available at all clubs)

- a Flexible membership will begin on the day when we accept your membership application.
- b Unless you end your membership early (see A15 'Ending your membership early') or we cancel it (see A16 'Cancelling your membership'), it will run for the initial period, which is at least three months (see A4.2c) and will continue then indefinitely until you give at least one full calendar month's notice in writing in line with A2 'Notice'.
- c The 'initial period' is the full three-month period from the 1st of the month after the date you made your membership application, together with the part of a month, as mentioned in A5d 'Starting your membership'.
- d This means that your minimum commitment is to pay for the first three full calendar months of your membership with us (together with the part of a month as mentioned in A5d 'Starting your membership').
- e If you want to end your membership at the end of the initial period you can give us one calendar month's notice at any time up to the first day of the third month of your membership.
- f There is more information on ending your membership in A14.
- g You can switch to Standard membership at any time as long as Standard membership is available at your club.

h If you want to switch to Standard membership, you must give us one month's notice (see A2 'Notice'). Before we can switch you to Standard membership you and any linked members who have signed your membership application will need to sign a new membership application.

- i If you switch to Standard membership, the following will apply from the date of the switch.
  - A new initial period may apply, which will run from the date when you joined your club as a Flexible member, but will be calculated as if you had joined as a Standard member (see A4.1c). For example, if you joined as a Flexible member eight months ago, your initial period will be the same as for a Standard member (12 months), but will last for only four months from the date when you became a Standard member.
  - Your membership fees will change to the current fees for Standard membership (as advertised for new members at your club).

### 4.3 Life membership

- a If we accept your application for Life membership but none is available we will offer you a place on the Waiting List. You may not sell or transfer your place on the Waiting List. Your membership will begin when we issue your membership card.
- b Your membership will continue until 31 March 2023 unless:
  - you sell your membership (see A14.2); or
  - you transfer your membership (see A14.2j); or
  - we cancel your membership (see A16 'Cancelling your membership').

### 4.4 Full membership

- a Your membership will begin when we issue your membership card.
- b Your membership will run for the initial period, which is at least 12 full calendar months (see A4.4c) and will continue then indefinitely until:
  - you sell your membership (see A14.2); or
  - you transfer your membership to the Holding List (see A14.3); or
  - we cancel your membership (see A16 'Cancelling your membership').
- c The 'initial period' is the full 12-calendar month period from the 1st of the month after the date your membership begins, together with the part of a month as mentioned in A5d 'Starting your membership'.
- d This means that your minimum commitment is to pay for the first 12 full calendar months of your membership with us (together with the part of a month as mentioned in A5d 'Starting your membership'), even if you pay by monthly direct debit and cancel the direct debit before then.

## 5 Starting your membership

- a You may need to pay an administration fee when you join. You can get details of these charges from your club.
- b You may have to pay a joining fee when you apply for membership.
- c If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee.
- d You will need to pay an amount to cover your membership fee from the day that you join until the first of the following month. If you join after the 20th of the month, you will need to pay for the rest of the current month, plus the whole of the next month.
- e When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter your club.

## 6 Membership fees

- a For Standard membership and Full membership your membership fee is due every year and covers the year to come. You must pay for your membership either by making one payment each year or by making monthly payments by direct debit, unless we agree otherwise. If you choose to pay by monthly instalments we will include a small extra charge.
- b For Flexible membership your membership fees are due on the 1st of each month and cover that month. You must pay for your membership by making monthly payments by direct debit, unless we agree otherwise.
- c If you pay by direct debit we will ask your bank for your monthly payment around the first working day of each month.
- d Life members do not pay membership fees.

## 7 Membership cards

- a We will give you, and the people who are linked to your membership a membership card that you or they must use each time you or they enter a club. We may refuse to allow membership holders to enter a club if they do not have their membership card.
- b If your card needs replacing we will replace it free of charge.
- c Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see a second form of identification before we allow you into our clubs.
- d If another person uses your membership card, we may end your membership. Please read clause A16 'Cancelling your membership'.

e You can use your membership card as a charge card for certain things you buy and services you use within the club (see section A24 'In house charge account').

f If your membership card is lost or stolen, you must let us know immediately. You will be responsible for any charges on your card until you let us know it has been lost or stolen.

## 8 Changing your membership category and linked members

- a We realise that your needs can change over time, so you can apply to change your membership category by contacting your club. You can only change your membership category after the end of your initial period.
- b You may need to provide proof that you qualify for the new membership category you are applying for.
- c When you change categories, your membership fees will change to the current fees advertised for that category for new members at your club. You will have to pay any difference in the joining fee and membership fees between your new category and your old category. If you purchase a Full or Life membership from another member, any joining fee you have previously paid will not count towards the cost of your new membership. If you pay your membership fee in one payment each year and your initial period has ended, we will refund any overpayment relating to the period after you change your membership category. We will not refund any joining fees you have already paid.
- d If you want to link another adult member to your membership, we will need their signature to make the change.
- e If you are linked to another member, either you or the other member can ask to remove that link. If the linked member also wants to end their membership, they will need to give the period of notice that applies to their membership type and the initial period will still apply as explained in A4 'Membership types and length of membership'.
- f If we remove someone from a linked membership, the member who is left will become an individual member. If we remove the link between two members, each member will become an individual member.
- g If we add someone to your membership as an adult linked member and you are still within your initial period, both you and your new linked member will start a new membership and a new initial period will apply to both of you, starting on the 1st of the month after the date we add the linked member.
- h Except where a linked member (who can be an adult or a child) ends his or her membership, any changes to your monthly payments caused by adding or removing a linked member will apply from the 1st of the month after the change takes place, as long as we receive notice of the change by the 20th of the month. Changes to your monthly payments when a linked member (adult or child) has ended his or her membership will apply at the end of the linked member's notice period.

## 9 Other charges

- a** There may be an extra charge for a small number of facilities and services. We will display the current charges on a notice board in the club or you can get a list of the current charges from the club reception.
- b** For the purposes of working out the charges, we treat bank holidays as off peak.
- c** Charges may vary from time to time and from club to club. For details of all charges and fees, please contact the membership team at your club.
- d** If you or a member linked to your membership uses these extra facilities and services but do not pay for them at the time, we will add these charges to your in house account.

## 10 Using other clubs

- a** As a member, you may be able to use other Harbour Clubs and David Lloyd Leisure clubs. Please ask your home club for details, as certain conditions apply.

## 11 Guests

- a** You and any adult linked member over 18 (except nannies) can introduce guests to your club. †You or the linked member introducing the guest must:
- sign in any guests at reception;
  - stay with the guests at all times; and
  - make sure the guests are aware of, and keep to, our rules and regulations set out in 'Part B – rules and regulations for using facilities'.
- b** Guests must pay the appropriate fee to use the facilities at your club. Guest fees may be different at each club.
- c** There is no charge for social guests using only the bar and restaurant and not the sports facilities. Social guests are not allowed to use your club at peak times. Please ask your club for details of these times.
- d** You can get details of the guest fees from reception.
- e** Your guests are only entitled to use the facilities that you (or the linked member who introduces them) can use under your membership. If you, your linked member or your guest breaks any of the rules relating to guests set out in these terms and conditions, or any other rules we have told you about, you (or your guest) must pay the full guest fee and we may withdraw the right for you or any linked member to invite guests to your club for up to three months.
- f** You and any other linked adult member (except nannies) can sign in up to three guests at any one time.
- g** You can sign in the same adult guest up to six times a year, but no more than twice in any month.

- h** The restrictions in A11f and A11g do not apply to someone you sign in as your assistant to help you use the facilities under A3f.
- i** Off-peak members or their children wishing to use the club at peak time as a guest of a Full member must pay the full daily guest fee.

## 12 Transferring to another club

- a** At the end of your initial period, you have the option to transfer to another Harbour club. Full and life memberships cannot be transferred to another club.
- b** In your initial period, you can transfer to another Harbour club if:
- you are being relocated in your employment to a location which is more than 10 miles from your club; or
  - You are moving home to a location which is more than 10 miles from your club
- c** You must give us one full calendar month's notice in writing in line with A2 'Notice'.
- d** You must give us suitable evidence if we ask for this (for example, a letter from your employer or your solicitor), but you do not need to provide this at the same time as you give us notice.
- e** Your membership will transfer at the end of your period of notice, but only if you have provided us with suitable evidence. If you do not give us all the evidence we have asked you for before the end of your notice period, we will extend your notice period month by month until you do. This means your membership will not transfer at the end of your notice period and you will have to wait for the transfer until the end of the month when you do give us the evidence.
- f** Your first transfer will be free of charge.
- g** If you transfer your membership to a club whose membership fees are higher than the fees of your previous club, we will either send you a bill for the extra amount worked out as a percentage (if you have paid your membership fees for the year by one payment in advance), or increase your monthly payments to the rate which applies at your new club (if you pay monthly by direct debit). The new rate for your fees will apply from the 1st of the month after the transfer takes place.
- h** If you transfer to a club whose membership fees are lower than your previous club, we will refund any difference worked out as a percentage (if you have paid your membership fees for the year by one payment in advance), or reduce your monthly payments to the rate which applies at your new club (if you pay monthly by direct debit). The new rate for your fees will apply from the 1st of the month after the transfer takes place.
- i** If you transfer your membership to a club where your current category of membership is not available, you will have to choose another category. Different terms and conditions may apply to your membership from the date you transfer.

### 13 Suspending your membership (Standard membership only)

- a** If you have Standard membership, you can suspend it for a single period of between three and nine months within any 12-month period. The 12-month period starts on the day when the suspension takes effect. These months must be consecutive (in a row) – you will not be able to suspend your membership for individual months.
- b** If you want to suspend your membership you will need to fill in a membership suspension form.
- c** If your membership has linked members:
- you can suspend the entire membership for yourself and all linked adult members and children, but you and all adult linked members will have to sign the membership suspension form;
  - individual adult linked members can suspend their membership, but you and they will have to sign the membership suspension form;
  - you can suspend the membership of individual linked children, but they will not have to sign the membership suspension form; and
  - if you suspend your and all your adult linked members' membership, the membership of any linked children will also be suspended.
- d** The suspension will take effect from the first day of the month following the date we receive your membership suspension form signed by everyone who needs to sign it. You must make sure that your club has received the signed membership suspension form. As the suspension will not take effect until we have received the form, we strongly advise that you get proof that we have received it. For example:
- if you send the form by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it); or
  - if you hand your form in at your club, ask for a receipt.
- e** We will confirm, in writing, that we have received this form and the date when the suspension will begin. If you do not receive this confirmation within 10 days, you must immediately let us know.
- f** You will not be able to use the club while your membership is suspended. If we find that you are using the facilities while your membership is suspended, your membership will immediately restart and you must pay any appropriate membership fees that are due for the period while your membership was suspended.
- g** Throughout the time any membership (including that of a child or children) is suspended, we will charge you 25% of the relevant monthly fee for each month the membership is suspended.
- h** You can suspend your membership if you are suffering from a medical condition which means you are unable to use your club's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy). You must give us suitable evidence. The suspension will take effect from the first day of the month following the date we receive your membership suspension form signed by everyone who needs to sign it and your suitable evidence. Throughout the time your membership is suspended due to a medical condition there will be no monthly charge and you will not be able to enter any club.

- i** If you suspend your membership and the suspension starts during your initial period, we will extend the initial period by the total period that your membership was suspended. If you give us notice to end your membership or the membership of a linked member while it is suspended, the suspension will end at the same time as the notice period starts, unless you are ending your membership early in line with A15.1 'Ending your membership early'. If you are ending your membership in line with A15.1, the suspension will continue to the end of your membership.
- j** Suspending your membership is not the same as ending your membership.

### 14 Ending your membership

#### 14.1 All categories except Life and Full membership

- a** If your membership has no linked members, only you can give notice to end it.
- b** If your membership has linked members, the following rules apply for ending membership.
- If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.
  - If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
  - If your membership is ended, it automatically ends the membership of all linked members.
  - Individual adult linked members can end their own membership by giving us notice.
  - You can end the membership of individual linked children by giving us notice.
- c** The notice periods and the restrictions on giving notice in the initial period are set out in A4 'Membership types'.
- d** You must continue to pay your membership fees until your membership ends.
- e** Your membership will end at the end of your notice period.
- f** You must not enter any club once your membership has ended. Linked members must not enter any club once their membership has ended.

#### 14.2 Life and Full membership

- a** You may request to sell your Life or Full membership at any time by giving us a completed and signed sales notice. We will specify the price at which your membership will initially be offered. When you give us a sales notice, you agree that you are willing to accept the specified price for your membership and that you authorise us to sell it on your behalf at that price. Once you have given us a sales notice you cannot change your mind unless either we agree or we change the specified price in accordance with A14.2.g.
- b** If your membership is a dual membership, both members must sign the sales notice. If you want to split your dual membership and sell only one half of it, you must make this clear in writing on the sales notice.

c After we receive your sales notice, if there is a Waiting List for your category of membership, we will offer your membership to the first person on the Waiting List wanting to buy the same category of membership.

d When we tell you that we have found a buyer, you must return your membership card to us before your membership can come to an end.

e If there is no Waiting List for your category of membership, you can ask to go on the Holding List with effect from the anniversary of the first of the month following the day when your membership started. To do this, you must give us notice in writing in line with A2 'Notice' is a fee for this which you must pay when making the request.

f We will act as the sales agent and representative for all membership sales. We will charge you a fee which is a percentage of the price that the buyer pays for your membership when it is sold irrespective of whether we or you find the buyer. If you purchased your membership before 1 December 2014 the percentage will be 20% otherwise it will be 30%.

g We may decide to change the specified price at which your membership is to be sold. If so we will give you one month's notice in writing of the change. You then have the right either to change your mind by revoking your sales notice or to find a buyer yourself at a price which is acceptable to you.

h If you want to revoke your sales notice in accordance with A14.2g, you (both of you in the case of a dual membership) must give us notice in writing in line with A2 'Notice' before the change to the specified price comes into effect. Your full membership rights and obligations will then be reinstated with effect from the first day of the next calendar month and you will lose the right to sell your membership except by giving us a new sales notice in accordance with A.14.2a.

i If you find a buyer in accordance with A14.2g, before your membership can come to an end, you must return your membership card to us and the buyer must apply for and be accepted for membership of the club and must pay the agreed price to us. We will then pay you the agreed price less the fee calculated as in A14.2f.

j Life memberships may be transferred once to an immediate family member. All life transfers must be approved by us and the new member will be entitled to use the club for the number of years remaining on the membership.

### **14.3 The holding list**

a Once you are on the Holding List all of your membership rights will come to an end other than the right to sell your membership. You will not have to pay any more membership fees and you cannot change your mind unless we agree or we change the specified price in accordance with A14.3c.

b We will organise the sale of memberships from the Holding List on a rota basis starting with the membership which was the earliest to go on the Holding List. When we tell you that we have found a buyer, you must return your membership card to us before your membership can come to an end.

c We may decide to change the specified price at which your membership is to be sold. If so we will give you one month's notice in writing of the change. You then have the right to change your mind by revoking your sales notice.

d If you want to revoke your sales notice in accordance with A14.3c, you (both of you in the case of a dual membership) must give us notice in writing in line with A2 'Notice' before the change to the specified price comes into effect. Your full membership rights and obligations will be reinstated with effect from the first day of the next calendar month and you will lose the right to sell your membership except by giving us a new sales notice in accordance with A14.2a.

e At any time while you are on the Holding List you may find a buyer yourself at a price which is acceptable to you. If you find a buyer, before your membership can come to an end, you must return your membership card to us and the buyer must apply for and be accepted for membership of the club and must pay the agreed price to us. We will then pay you the agreed price less the fee calculated as in A14.2f.

## **15 Ending your membership early (all categories except Life and Full membership)**

### **15.1 Medical condition, loss of employment, insolvency, employment relocation, house move or other changes in personal circumstances**

a At any time you can end your membership if:

- you are suffering from a medical condition which means you are unable to use your club's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);
- you lose your employment or are declared insolvent;
- you are being relocated in your employment to a location which is more than 10 miles from a Harbour Club;
- you are moving home to a location which is more than 10 miles from a Harbour Club; or
- we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use your club's facilities or to continue being a member.

b To end your membership for one of the reasons listed above, you must give us notice in writing in line with A2b 'Notice'. Your membership will end on the last day of the month in which we receive your notice or your suitable evidence, whichever we receive later (see A2a 'Notice', second bullet).

c You must give us suitable evidence, but you do not need to provide this at the same time that you give us notice.

### **15.2 Increase in membership fees**

a At any time, you can end your membership if we give you notice under A18 ('Changing your membership fees and this agreement') of an increase in your membership fee of more than either 1% above the rate of inflation or 3%, whichever is higher.

b You must give us notice in writing in line with A2 'Notice'. The period of notice is one calendar month.

### **15.3 Significant changes at your club**

a At any time, you can end your membership if we give you notice under A19a that we intend to:

- change the location of your club; or
- close your club permanently.

b At any time, you can end your membership if we give you notice under A19c that we intend to permanently withdraw the whole of the indoor swimming facilities or the whole of the gym from your club.



**c** At any time, you can end your membership if it includes access to racquet facilities and we give you notice under A19d that we intend to permanently withdraw all of the squash or tennis facilities from your club.

**d** In each of these cases, you must give us notice in writing in line with A2 'Notice'.

**e** The period of notice is one calendar month. The only exception to this is if we are unable to give you the full three months' notice under A19a of a permanent change in the location of your club or a permanent closure of your club, in which case you can end your membership by giving us written notice which ends on the date the changes apply from. We will refund any part of your membership fee you have already paid for any period after that date.

## 16 Cancelling your membership

**a** We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from your club and all other Harbour Clubs and David Lloyd Leisure clubs and to cancel your entire membership.

**b** We may also cancel your entire membership in the following circumstances.

- If you or a linked member breaks or repeatedly breaks this membership agreement or the club rules and you do not or cannot put it right within seven days of us writing to you about it.
- If, with your knowledge or permission, another person uses your membership card to get into any club.
- If, with a linked member's knowledge or permission, another person uses that linked member's membership card to get into any club.
- If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at any Harbour Club or David Lloyd Leisure club.
- If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.

**c** If we receive any complaint about your behaviour or that of a linked member at any Harbour Club or David Lloyd Leisure club or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members of your club, we have the right to suspend your entire membership. You have the right to appeal against our decision (unless your behaviour is covered by A16a or A16b). You can get details of our appeal procedures from our head office or from your club. If we are not able to sort out the issue following your appeal, or if you do not appeal in line with our appeal procedures we have the right to cancel your entire membership.

**d** If we cancel your membership for any of the reasons in clauses A16a to A16c, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will also not accept any future applications you make for membership to any Harbour Club or David Lloyd Leisure club and you will not be allowed to enter any Harbour Club or David Lloyd Leisure club as a guest or for any other reason.

## 17 If you do not pay your membership fee when it is due

**a** If you do not pay your membership fee when it is due, we will write to you to let you know. If you are paying by direct debit, we will try to take this payment from your account again later in the month. If that is unsuccessful, but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month.

**b** We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.

**c** If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £50. We will also charge an administration fee of £10 for each missed payment.

**d** If you do not pay for your membership, we may prevent you and any linked members (adults or children) from entering any club. This does not mean we will end your membership.

**e** Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice in line with A2 'Notice'.

**f** If you are a Full Member and you fall behind with your membership payments for more than 60 days, we have the right to cancel and sell your membership and keep sufficient proceeds from the sale to cover all outstanding charges (including the sale fee which would be due under A14.2f). If the amount that you owe us is more than the value of your membership, you will still be liable for the outstanding balance and we may refer the balance to a debt-collection agency.

## 18 Changing your membership fees and this agreement

**a** We may increase membership fees automatically each year by up to either 1% above the rate of inflation or 3%, whichever is higher. The rate of inflation means the Retail Prices Index All Items 12-month percentage change published by the Office for National Statistics for the July before the date on which we give you notice. If we do this, the new fees will come into force on 1 January each year.

**b** If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least one month's notice. We will give you notice of the change by writing to you (as described in A2e and f 'Notice') and by displaying a sign on the noticeboard in your club.

**c** As well as the increase described in A18a above, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you at least three months' notice of the increase (either in writing or by displaying a sign on the noticeboard in your club).

**d** We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in your club, at any time, as long as we give you notice before we make the changes.

## 19 Making changes to your club or its facilities, services and activities

- a** If we decide to change the location of your club or to close it permanently the following will apply.
- We will make every reasonable effort to give you at least three months' notice of the change or closure (either in writing or by displaying a sign on the noticeboard in your club).
  - You can end your membership by giving us notice in writing in line with A2 'Notice'. You must give us one calendar month's notice. Or, you can transfer to another club, in which case A12a to A12e will not apply.
  - If we cannot give you three months' notice of the change or closure but you want to end your membership, you can give us written notice which ends on the date when the changes start to apply. We will refund any part of your membership fee you have already paid for a period after that date.
- b** We have the right to increase, reduce or withdraw certain facilities, services or activities in any of our clubs either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).
- c** If we decide to permanently withdraw the whole of the indoor swimming facilities or the whole of the gym from your club, we will give you three months' notice in writing.
- d** If we decide to reduce or permanently withdraw all of the squash or tennis facilities from your club, we will:
- display a notice of the proposed change on your club's noticeboard three months before the changes come into force; and
  - give you three months' notice in writing if your membership includes access to racquet facilities.
- e** If we give you notice under A19d that we have decided to withdraw squash or tennis facilities and your membership category includes racquet facilities, you may ask us to reduce your membership fee to that which applies to your membership without racquet facilities.
- f** If we decide to make any other change to the facilities, services and activities available at your club, we will give you notice by displaying the notice on your club's noticeboard if this is reasonably possible.
- g** If your club is closed for more than seven days in a row and we do not provide another facility (this may be a facility with fewer services or a temporary facility) at your club or somewhere up to 10 miles from your club, we will refund a percentage of your membership fees which relate to the period that your club is closed, but not including the first seven days. This does not apply if we permanently close a whole facility (for example, the pool, gym or tennis facilities) under A19a, A19c or A19d, or if we have to close the facility due to reasons outside our control. It does not apply to facilities which we close during certain seasons, such as outdoor pools and courts.
- h** If we have to close facilities or clubs for reasons outside our control, we will try our best to provide other facilities or consider whether we should pay you any compensation.
- i** We will display details of the opening and closing times for your club at reception. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on your club's noticeboard. We will give you at least one month's notice if we reduce the opening hours of your club.

## 20 Complaints

- a** We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- b** If you have a complaint, you should first tell a member of staff at your club. If you are not satisfied with their response, you should contact the manager on duty at your club. If you are still not satisfied, you should contact the general manager at your club. If you are still not satisfied with the general manager's response, you can write either to the area manager or the regional director of your club at our head office.

## 21 Liability

- a** We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of your club or any other Harbour Club or David Lloyd Leisure club, other than the liability which arises from our negligence or our failure to take reasonable care.
- b** We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of your club or any other Harbour Club or David Lloyd Leisure club, other than the liability which arises from our negligence or our failure to take reasonable care.
- c** Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

## 22 Data protection

- a** We keep to the Data Protection Act 1998.
- b** We will deal with all information we hold about you in line with our privacy policy which you can get from our website at [www.harbourclub.com](http://www.harbourclub.com) or from any Harbour Club. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

## 23 Children

- a** We welcome children to our clubs but they must behave reasonably. They must not put themselves or other people in danger or prevent other members from enjoying the club or its facilities. If your child is behaving unreasonably we have the right to speak to you or the child about this.
- b** If your child continues to behave unreasonably, whether on one visit to the club or over a number of visits to the club, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using any club.
- c** If we suspend your child from using the club and you want to appeal against this, you must appeal in writing to the Regional Director of your club at our head office.

## 24 In house charge account

- a** You can use your membership card to buy goods and services only at your club. You will be responsible for paying for any goods and services charged to your account by you and any member linked to you.
- b** We will set a credit limit for each card linked to your membership. We can change your credit limit at any time, including reducing it to zero. You can ask us in writing (including by email) to reduce the credit limit on any card.
- c** At the beginning of each month we will send you a statement showing your balance for the previous month which will be collected via direct debit. You must repay the full balance for each month by the 20th of the following month. The direct debit will normally be collected on the 20th of the month or the first working day after.
- d** You can choose to repay your full outstanding balance at any time by debit or credit card, or by making a cash payment to us.
- e** After your membership ends you and any linked members must not try to use your card to buy goods or services and you must repay the full balance on your account within 14 days.

## Part B – rules and regulations for using facilities

### Definitions that apply to part B

**You**– any person using the club facilities under your membership

**Linked member**- Anyone who is linked to your membership

**Your entire membership**- your membership and the membership of your linked members

**We and us**- Harbour Club Limited, our managers and team members

**Your club**- the Harbour club which you have applied to join or have been transferred to

### 1 General health and safety

- a** As your safety is our main priority, we do not allow crockery or glasses outside the restaurant areas unless we have organised this.
- b** We do not allow pets (except for registered working assistance dogs) in the club.
- c** To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety matters. If you do not understand a notice or sign please ask one of our team members at the club.
- d** Fire exits are clearly marked throughout the club. If there is a fire or if you hear the fire alarm, you should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.
- e** If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the senior manager on duty immediately.
- f** For legal and health reasons, you must not smoke while using any of the club facilities.
- g** While you are at the club, you are expected to behave appropriately, respectfully and politely, and dress appropriately at all times. We can prevent you from entering the club, or ask you to leave if we think that your behaviour or appearance is not suitable.
- h** You should not use the club, if you have an infectious illness or condition.
- i** For your safety, when using the racquet facilities, you must wear appropriate footwear for the playing surface (for example, non-marking smooth-soled shoes on carpet courts).
- j** Mobile phones are not allowed in the adult restaurant or any of the spa and pool areas.

## 2 Your children's health and safety

### 2.1 General

- a Children aged 11 or under must be supervised at all times by a member over the age of 18, including in any play area. However, this does not apply if they are at an activity organised by the club at which parents or guardians do not need to be present (we call this a 'supervised activity').
- b If you cannot bring your children to a supervised activity, you can apply to the general manager to get a pass for a named member of your immediate family to bring them instead. This person is not able to use any of the club facilities except the club room.
- c If your child is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting your child. We will not person to collect your child unless you have made a specific arrangement beforehand with the person you have left your child with.
- d We may provide a crèche in some clubs for children aged from three months and up to five years. You can book a place for up to two hours. At least one parent or guardian must stay on the premises at all times while his or her child is in the crèche. You must provide any nappies, drinks and toiletries your child will need. See section B2.2 below.
- e The crèche at our club is registered with Ofsted. All our employees who work with children are CRB-checked.
- f Parents or adult carers need to fill in registration forms for all children before using the childcare facilities or activities.
- g You must not bring your children into the club or childcare facilities if they have an infectious illness or condition.
- h Children aged eight or over must use the men's or women's changing rooms, according to their sex (or a family changing room if one is available).
- i Children aged 15 or under must not use the sauna, steam room or spa.
- j Children who are aged 13 or under may use the gym only when there is an organised activity for them.
- k Children aged 17 or under must not use the sunbeds.
- l Children aged 15 and under are not allowed in the Adult Restaurant.

m Nappy changing is not allowed anywhere in the Club other than in the areas specially provided.

### 2.2 Crèche

- a Your children can use the crèche if they are linked to your membership and they are at least 13 weeks and less than 5 years old.
- b Places may be limited and a booking system is in operation. You can book the crèche up to 15 days in advance for a period of up to two hours per day per child.
- c If you do not take up a crèche booking which you have made without giving us at least two hours notice, or if you arrive more than 10 minutes late, this will be counted as a no-show. If you have three no shows we will suspend your right to make a booking for 90 days.

d Crèche opening times are available from Reception.

e Crèche staff are not allowed to feed your children even if you have provided the food. Crèche staff may give small babies a drink from a bottle that the baby's parent or guardian has prepared.

f We may refuse to accept any child into the crèche.

g The same person who leaves your child in the crèche must also collect them unless you have made a specific arrangement with the crèche manager.

h You must not place your children in the crèche if they have any infectious disease or condition. You must let the crèche staff know immediately if you find out that your child is suffering from any infectious disease or condition after they have been in the crèche.

### 2.3 Junior Soft Play Area

a This area is for children aged under 8 years only provided they are under the height restriction marked on the entrance.

b You must supervise your children in the play area at all times. The Harbour Club does not accept any responsibility for the supervision of children in the play area.

c No food, drink or sharp objects are allowed in the play area.

## 3 Car park

a You are only entitled to use the club car park while using the club facilities. You must park only in the spaces in our car park. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders.

b We do not guarantee that car parking is available at any of our clubs.

c You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

## 4 Swimming pools, sauna, spa, steam room and heat experience rooms

a For health and hygiene reasons, you must make sure you and your children shower and use the toilet before entering the pool, spa, steam room or sauna.

b You must at all times follow the pool, spa, sauna, and steam-room rules and guidelines displayed in the club and any instructions a lifeguard or manager gives you.

c We may reserve the pool at certain times for adult-only swimming, aqua aerobics classes, lessons or children's activities. We will always try to let you know beforehand about these sessions by putting details on the club's noticeboard.

d Items (such as floats and inflatable items) that may prevent other members from enjoying our facilities will only be allowed at set times (ask at reception for details).

e You are not allowed to use snorkels, masks, fins, flippers, radios or lilos in the club pools unless we agree beforehand.

- f** You are not allowed to shave, exfoliate (remove dead skin), use oils or conditioners, use mobile phones or eat in the pool, spa, steam room or sauna.
- g** All children aged three and under must wear swimming nappies.
- h** Children aged 11 and under must be accompanied and supervised in the pool and the pool area by a member over the age of 18 years or a nanny, even when a lifeguard is present.
- i** Children aged 15 and under cannot use the pools or pool area at adult-only swim times. They can only use the pool area when a lifeguard is present.
- j** One adult should not supervise more than three children at one time.
- k** You should not use the sauna for more than the recommended time.
- l** You must wear appropriate swim wear when using the swimming pools and wet spa facilities. You must remove loose jewellery and watches before entering the water.
- m** Diving is dangerous and is not permitted in any of our pools.
- n** The waterfall and hydrotherapy bench may be turned on and off according to a timetable set by us.
- o** You should not use the pool, sauna, steam room or heat experience rooms straight after eating food or drinking alcohol as this is dangerous.
- p** We may stop you using the pools if we think you are unwell or for some other reason unfit to use them. We do not have to give an explanation and our decision will be final.
- q** If a Lifeguard is not available for any reason we will clear the pool in the interests of safety.
- r** If there is an incident which needs the full involvement of the lifeguard we will ask members to leave the pool until the lifeguard is able to return.
- s** We can withdraw pool facilities for any reason if we believe that water quality or other operating conditions may compromise safety standards.
- t** You must tell the Lifeguard if you suffer from asthma, diabetes, a heart condition or similar. You must not use the pool if you have a verruca, athlete's foot or similar.
- u** The Spa pool is 1.2 metres (4 feet) deep over its entire length and breadth. Diving is dangerous and not permitted. The Spa pool is for adults only lane swimming. This pool is not life guarded at any time.
- v** The saunas and steam rooms in the changing rooms, and the heat experience rooms in the Spa pool are for adult members and adult guests only. Body lotions, oils and artificial tanning agents are not allowed in the saunas, steam rooms or heat experience rooms.
- w** You should not use the sauna, steam room or heat experience rooms if you have heart disease, diabetes, high or low blood pressure, circulatory problems, respiratory problems, seizures or epilepsy, or if you are pregnant or taking prescription medication.

## 5 Lockers

- a** You bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- b** If you lose a key or padlock to any locker you have hired, you will have to pay a fee to cover the cost of a new key or padlock as appropriate.
- c** If you leave your belongings in a locker overnight but you have not paid for a yearly locker, we have the right to remove your belongings. You can claim the belongings we have removed from the club reception for up to two weeks after we remove them. After this time, we will not be responsible for the belongings.
- d** If you find lost property, you must hand it into the club reception immediately. The club noticeboard will show the times when you can pick up lost property from reception. We will hold items for three weeks only before giving them to charity.

## 6 Gym and fitness facilities

Our aim is to make you feel better, and we try to make this as enjoyable as possible. We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment you spend with one of our trainers is designed to focus on your needs.

- a** Before you start using the gym or fitness equipment, we will ask you to fill in a pre-exercise health questionnaire and have a supervised gym induction session with one of our qualified fitness coaches.
- b** Only qualified fitness coaches will set you an exercise programme. We fully support the Register of Exercise Professionals and all of our qualified coaches will either be on the register or will have applied to be on it.
- c** If you have concerns about your physical condition, you must not do strenuous physical activities without first getting medical advice.
- d** To make sure you get the most from every activity that you do at the club in the safest possible way, you should always make sure that you warm up properly and take time to your activity.
- e** You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity. We will not be responsible for any harm you suffer as a result of taking part in any activity unless it is caused by our negligence or our failure to take reasonable care.
- f** You should tell the general manager, a qualified coach or a member of the membership team when you join anything that is relevant to your physical condition. You should continue to keep this information updated throughout your membership.
- g** You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a fitness trainer or any other member of staff at the club.
- h** For your safety, when using the studio facilities, you must wear appropriate footwear.

- i** Children aged between 14 to 16 years can only use the cardio machines. Children over 16 years can also use the resistance equipment. Children under 14 can only use the fitness room when supervised by a personal trainer.
- j** All personal trainers are supplied by the Harbour Club. Outside trainers are not allowed unless we agree in advance.
- k** Members and children cannot use any equipment until they have completed a full fitness consultation and agreed a personal programme.
- l** Guests cannot use any equipment until they have completed an abbreviated guest consultation and been instructed by Club staff how to use the equipment.
- m** Fitness instructors have the final say on who can use any piece of equipment. We may ask you to get a medical examination by a doctor and a letter of consent before we allow you to use the fitness room.
- n** No food or alcohol is allowed in the fitness room.
- o** You should not use the fitness equipment straight after eating food or drinking alcohol as this is dangerous.
- p** You must never use the fitness room or its equipment if there are no fitness instructors in attendance.

## **7 Racquet sports facilities**

- a** Our tennis professionals are on the Lawn Tennis Association Register.
- b** If you use the tennis courts, you must follow the rules which are displayed at the Club, otherwise we may ask you to leave the court and you will not be entitled to a refund for any money paid for a course or lesson.

## **8 Studios**

- a** Only Members or guests over the age of 16 may join the Adult Studio classes.
- b** In the interests of personal safety, no-one may join a class later than five minutes after it has begun.
- c** You must wear the correct footwear to all Studio classes and events. You can get advice on footwear from the Group Exercise Coordinator or one of the instructors.
- e** You must wear appropriate clothing whilst using the Studios.
- f** You are not allowed to use the Studios unless an instructor or personal trainer is present.
- g** No glass containers are allowed in the Studios.
- h** Handbags and sports bags are not allowed in the Studios during a class or event for security and safety reasons.

## **9 Bookings**

- a** The current booking terms and conditions are displayed at the club – please ask at reception if you are unable to find these terms and conditions. These rules are part of your terms and conditions of use and include rules on how and when you can book and information we need from you to allow you to book.
- b** We may change our booking terms and conditions from time to time and we will tell you about any changes. Or, you can ask us for a copy of the terms and conditions at any time to check whether we have made any changes.
- c** Bookings for lessons and courses are made through the reservations department or the tennis office only.
- d** If you cancel a court within 24 hours of the booking or if you fail to cancel a court, we have the right to charge you a cancellation fee, or remove your booking rights.
- e** If you do not turn up for a pre-booked court 10 minutes after the start time, this will be counted as a 'no-show' and we can let the court to another member. If you have three 'no-shows' you will lose the right to make a booking for 90 days.
- f** You may need to pay an extra fee to play tennis at some clubs and at certain times of the day.
- g** You will need to pay a fee for certain classes.
- h** You must pay for a course in full before it starts.
- i** From time to time, we may pre-book courts or studios for tournaments, exhibitions, social activities or maintenance. We will always try to give you notice of this by displaying information about tournaments on your club's noticeboard.

## **10 Photographs and videos**

- a** You may take photographs and video recordings in your club for your own personal use provided that you keep to these rules and any extra rules displayed at your club.
- b** You must not take photographs or videos of any children under 18 other than your own.
- c** Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.
- d** You must not take photographs or video recordings in a changing area, pool, sauna, steam room, spa, toilet, children's play area, or crèche facility.
- e** If another member is unhappy that you are filming them and makes a complaint to us, we may ask you to show us any images which you have taken in the club and to delete them if appropriate. If a member of our team asks you to stop filming or taking photographs you must do so.