

Single or Joint Membership – 4 Month Membership

1. DEFINITIONS AND INTERPRETATION

1.1 For the purpose of these terms and conditions the following expressions shall bear the meanings assigned to them below:

(a) "Club" means the Ayush Health Club situated within:

The Hotel de France, St. Saviour's Road, St. Helier, Jersey, JE1 7XP.

(b) "Commencement Date" means the date the Member's application for Membership has been accepted by the Club.

(c) "Joining Fee" means the Membership joining fee payable as a one off transaction at the same time as the membership fee.

(d) "Member" means the person whose name is on the applications who hereby agrees to become a member of the Club and abide by the terms and conditions hereunder.

(e) "Membership" means the Member's membership of the Club on the terms and conditions hereunder.

2. ACCEPTANCE AS A MEMBER

(a) The Board of Directors have absolute discretion as to whether to accept any application for Membership. If an application for Membership is accepted, Membership shall commence on the Commencement Date.

(b) Upon acceptance for Membership, the Member shall be issued free of charge with a personal membership card and shall be entitled to the rights and privileges exercisable by the category of Membership for which the application has been accepted. Entry to the Club is gained on presentation of a valid membership card by the relevant Member.

(c) Acceptance by the Club of an application for Membership shall constitute a binding contractual arrangement between the Club and the Member upon these terms and conditions.

3. LIMITATION OF LIABILITY

In consideration of the Club accepting the Member's application for Membership and becoming and remaining a Member of the Club, the Member agrees that neither the Club, the employees or agents of the Club shall be liable for any loss or damage to or theft of personal property belonging to the Member or any guest of the Member occurring upon the Club premises.

4. PHYSICAL CONDITION OF MEMBER

The Member warrants and represents that he or she is in good physical condition and is capable of engaging in active and passive exercise and that such exercise would not be detrimental to health, safety, comfort or physical condition. It is the sole responsibility of the Member to consult a Doctor for any medical advice.

5. ASSIGNMENT

Membership of the Club is personal to the Member. The Member shall not loan his membership card to any other person or permit it to be used by anyone other than the Member.

6. CONSTITUTION

The Club is a proprietary club owned by the Hotel de France.

7. MEMBERSHIP

(a) Members must not be less than 18 years of age.

(b) All Members are required to abide and adhere to the Club Rules and Regulations. Such Club Rules and Regulations are displayed within the Club and a copy of such Club Rules and Regulations is available to all Members upon request to a member of the Club's staff.

8. JOINING FEE AND MEMBERSHIP FEE

(a) All Members shall pay the Joining Fee, which shall become due and payable immediately upon the Commencement Date. If a person ceases to be a Member for whatever reason and wishes to become a Member again at some later date such Member must pay the Joining Fee again at the date of re-joining the Club and at the Joining Fee rate in force at that date.

(b) All Members shall pay, as stated in the Schedule, the Membership Fee in advance.

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- (c) The Membership Fee shall be payable by each Member irrespective of the actual usage of the Club or change in personal circumstances.
- (d) Winter Membership is for a minimum period of four months and fees are not refundable or transferable.

9. TERMINATION OF MEMBERSHIP

- (a) The Club / Board of Directors reserve the right to terminate the membership of any Member either verbally or, if in writing, to the Member's address set out in the schedule, and with immediate effect.
- In the event of a Member committing a serious or repeated breach of these terms and conditions or the Club.

10. USE OF CLUB FACILITIES

- (a) There are different categories of Membership which allow the Member different rights to use the Club's services and facilities. The Schedule sets out the Membership of the Member and those services and facilities which the Member is entitled to use.
- (b) The Club reserves the right to vary, add to or remove any particular services and facilities provided by the Club from time to time.
- (c) Children under the age of 16 years are not permitted to enter the Gym or Sauna.
- (d) Children between the age of 12 and 16 are permitted to use the massage pools, however with the written consent of, and under an adult's supervision.
- (e) Children under the age of 16 years must be accompanied by an adult Member at all times.
- (f) Children under the age of 16 years are not permitted to use the Club after 19:00hrs.
- (g) The Club is not to be used for Parties under any circumstances.
- (h) Only 2 Guests are permitted to be signed in by a Member at anytime. Entry / Day Passes are only issued to guests accompanied by a Member. Please enquire at Reception for day pass fees.

11. HOURS OF OPENING

- (a) Details of the Club's normal hours of operation and the hours in which any facility within the Club is available to Members may be obtained upon request. Such hours may be lengthened or shortened at the entire discretion of the Club, whom shall endeavour to give Members reasonable notice of the lengthening or shortening of such hours.
- (b) The Hotel de France reserves the right to close the Club for one week in each calendar year for maintenance or upgrades.
- (c) The Hotel de France reserves the right to close the Club for two weeks over Christmas and New Year. The annual fee has allowed for the relevant closures.

12. DRESS CODE

All Members and Guests must wear the appropriate "sports" attire for use of Gym & Pool Areas.

13. GENERAL

- (a) If through circumstances beyond their control; the Club is unable to provide the full range of services and facilities as advertised, the Member shall nonetheless remain liable to pay all Membership Fees under these terms and conditions.
- (b) The Proprietor reserves the right to charge a fee for the replacement of lost and/or damaged membership cards.
- (c) Food & Beverages from outside the Hotel de France are not to be brought in or consumed on the premises. Due to Health & Safety Food & Beverages may only be consumed at designated areas (such as Café Aroma, The Terrace etc).
- (d) Pets are not permitted within any part of the Club or Hotel.
- (e) Sound equipment such MP3 / ipod players must only be used with headphones.
- (f) The use of Mobile Phones / Blackberry's is strictly prohibited in all Public Areas of the Club – (except changing rooms).
- (g) The use of Cameras or any Recording Equipment is strictly prohibited in any Area of the Club.

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IMPORTANT – YOU SHOULD READ THIS CAREFULLY

The Consumer Credit Act 1974 (the "Act") governs this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is entered into. If these requirements are not satisfied the creditor (being the Proprietor) cannot enforce the agreement against you without a court order. The Act also gives you a number of rights. You have the right to settle this agreement at any time by giving 1 Months notice in writing and paying all amounts under this agreement. If you would like to know more about the protection and remedies provided under the Act you should contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

I agree that if my applications for membership of the club are accepted by the Club, I will comply with the conditions of membership which are set out in the Club Terms and Conditions and I agree to abide by the Club Rules. I acknowledge that acceptance of an application for membership shall constitute a binding relationship between Proprietor, Management and me, upon the terms set out in this application for and the Terms and Conditions.

I confirm that the information provided is correct and that, should any circumstances occur that render that information incorrect I will notify immediately in writing. I have read the Club Rules and agree to adhere to this agreement.

Signed: _____ Date: _____