

TERMS AND CONDITIONS

MEMBERSHIP FEES AND DURATION

Each person wishing to become a member of The Malvern View Spa shall complete an application form and pay the joining fee in force.

Should a member cancel their membership and then wish to re-inforce this, they will be liable to pay another joining fee. On this basis, continuation of membership to the following year with no lapse is preferable to avoid any extra costs.

We reserve the right in our absolute discretion, to decline any application for membership without given reason for doing so and in such case any joining fee and subscriptions paid in advance will be refunded.

Membership is **NOT** transferable.

A member's membership shall continue in force after the first 12 months, for an indefinite period provided that a member may terminate his or her membership at any time giving us no less than 3 full calendar months written notice in advance. We may terminate the membership without liability to the member at any time and for any reason giving you less than 3 months notice.

We will endeavour to keep The Malvern View Spa facilities operating during our opening hours as published. From time to time the Spa or certain facilities within the Spa may be shut due to cleaning, repairs, decorating or necessary maintenance and for reasons beyond our control. Whilst we endeavour to minimise any disruption and give due warning in advance, we have no liability to members in doing so.

SUBSCRIPTIONS JOINING FEE AND STANDING ORDERS

In applying for membership the member understands that joining fees and annual subscriptions are non-refundable. Members paying on a standing order basis commit to a minimum of 12 month contract at the start of the membership and on any subsequent renewals after 12 months.

It is the responsibility of the members to ensure Standing Orders are implemented with their bank for the agreed date on application. Failure to do so may result in instant termination of membership.

JOINT MEMBERSHIP

Joint members **MUST** live at the same address. Where joint membership fees are paid by standing order they must be paid for from one bank account only. If one part of the joint membership ceases to be a member and the remaining person wishes to continue they must revert to an individual rate.

CORPORATE MEMBERSHIP

Corporate Membership is only available to VAT registered companies and must be invoiced back to the company. Unused corporate days cannot be carried over to the following year. Each Corporate Member will receive 4 membership cards and a card must be presented at each visit.

MEMBERS GUESTS (NOT APPLICABLE TO CORPORATE MEMBERSHIP)

We would be delighted to welcome guests of our members to The Malvern View Spa. Members will receive a certain amount of complimentary guest passes each year; additional guest passes can be purchased from Spa Reception at an extra cost. Guests will be refused entry should they not present a valid guest pass and all guests **MUST** be accompanied by a member at all times. Should a member wish to bring 3 or more people on a day they must inform reception prior to arrival to ensure capacity is acceptable and avoid overcrowding.

PRICES AT THE MALVERN VIEW SPA

Membership prices and options will be reviewed on an annual basis. The Spa reserves the right to increase any payments as a result of government increase in tax such as VAT.

BEHAVIOUR OF MEMBERS, GUESTS AND CORPORATE USERS

We reserve the right to refuse and/or cancel any leisure or corporate membership if any member, guest or corporate user causes a nuisance to other members or guests of The Malvern View Spa. In the case of corporate membership, the named company shall take responsibility for the behaviour of all users.

LIABILITY

The Malvern View Spa will not accept any liability for any accident or injury (including fatality) to any member or guest that may occur on the premises or within the grounds of The Bank House other than liability which may arise from the negligence of The Malvern View Spa or its staff. Any accidents must be reported immediately to a member of staff.

RULES REGARDING CHILDREN UNDER THE AGE OF 16 (NOT APPLICABLE TO CORPORATE MEMBERSHIP)

Children of family members are only permitted within The Malvern View Spa during restricted hours. The timeslots whereby children are allowed access to the whole of the Spa are 8am-10am and 4pm-6pm. This is in relation to the **WHOLE** of the Spa not only to the swimming facilities. Each child must be accompanied by an adult who is a member and members are required to control the behaviour of their own children at all times. Management have the right to refuse entry to The Malvern View Spa during children's times should the facilities be at full capacity. Members must pay an extra cost of £35 per child per swim session.

PERSONAL DETAILS

Members must agree to keep reception up to date with any changes in their personal details such as e-mail address, home address and contact telephone number. The Malvern View Spa communicates all information by e-mail and telephone.

PHYSICAL CONDITION

In applying for membership the member warrants and respects that so far as he/she is aware that he/she is in good physical condition and that he/she is capable of all forms of exercise and that such exercise would determine to his/her health. It is the member's sole responsibility to bring to the attention of The Malvern View Spa any medical condition that may present a risk to any member in engaging in any particular activity.

HEALTH AND SAFETY

As The Malvern View Spa is a health facility, no smoking is permitted within the building, or on the Spa sun terrace. Members may not bring their own food or drink to consume at The Malvern View Spa (including The Bank House grounds.) Members who are, or who appear to be, under the influence of alcohol or drugs will not be permitted to access The Malvern View Spa.

TREATMENT BOOKINGS AND CANCELLATION

It is advisable to book all treatments in advance to avoid disappointment. Cancellation for any treatments must be 48 hours in advance prior to appointment time. Should suitable notice not be given 100% of the treatment price will be taken.