



**This is a master document. All content is applicable to all Audley Club members.  
Terms and conditions for each Club can be requested from the team directly.**

## Terms and Conditions

### 1. The Club

The Club at ..... ("The Club") is managed by Audley ..... Management Limited, 65 High Street Egham, Surrey, TW20 9EY (company number:..... ("us/we").

### 2. Membership of The Club

2.1 Unless otherwise approved by us (in our discretion), you must be 55 years and over to become a member of The Club.

2.2 Guests under the age of 18 years old cannot use the gym.

2.3 If Owners and/or Members bring guests into **The Club**, they must ensure they sign their guest in at the reception and present a valid guest pass. They must accept responsibility for all aspects of the guests visit and must be present in **The Club** during said visit.

2.4 The decision to accept the application of a potential member to **The Club** shall be at our discretion. We reserve the right to verify, or require proof of all information given in order to obtain membership.

2.5 A joint membership can consist of either two people residing at the same address or two family members

### 3. The Club Facilities

3.1 Membership of **The Club** entitles you to use the club facilities at your club and at all other Audley Clubs within the United Kingdom, while you are residing in a guest suite at that Audley village. Priority swimming times for Audley owners and members does apply; please see club notice boards for further information.

3.2 Members are also entitled to 10% discount from all food and drink purchases within your club village.

3.3 As a member, you must agree to comply with the terms of this agreement and the Rules of Membership which are displayed in **The Club** reception area and relate to opening hours, use of the facilities and your conduct.

3.4 We may make reasonable changes to the Rules of Membership, opening hours, services and facilities at any time provided we give you advanced warning of the changes (either in writing or by prominently displaying a sign in **The Club**). If we make any changes which are materially detrimental to you we will give you at least 30 days' notice of the change. You may terminate your membership in writing at any time during the notice period and we will refund any part of your membership fee which you have paid in advance but which relates to a period after termination.

### 4. Physical Health of Member

4.1 Before using the gym facilities at **The Club** you will be required to fill out a health form and questionnaire.

4.2 You must disclose to the member of staff any injuries or medical conditions which could affect your ability to exercise. If at any time during your membership you develop any injury or medical condition which could affect your ability to exercise you must disclose this to a qualified member of staff at **The Club**. If you experience any pain or discomfort either during or after exercise you should consult your doctor.

4.3 You must read the health & safety notices displayed by the equipment or facilities at **The Club** and comply with their recommendations. Before using unfamiliar equipment you should seek instruction from a qualified member of staff at **The Club**.

4.4 Pendants are available on request for use in the gym and spa area, however please note that these pendants are not suitable for use in the water

### 5. Limitation of Liability

5.1 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to:

5.1.1 your own fault;

5.1.2 a third party unconnected with our provision of services under this agreement; or

5.1.3 events which neither we nor our suppliers could reasonably have foreseen or forestalled even if we had taken all reasonable care.

### 6. Membership Fee and Payment Options

6.1 Unless otherwise agreed, membership fees must be paid by monthly direct debit instalments.

6.2 You shall be liable to pay all annual or monthly membership fees irrespective of your actual usage of **The Club** facilities.

6.3 We reserve the right to increase our membership fees annually, at any time after your initial 12 month period. We shall give you not less than 30 days' notice of any changes to the membership fees. You may terminate your membership in writing at any time during the notice period (such notice to end the membership on or after the expiry of your initial 12 month period). We will refund any part of your membership fee which you have paid in advance but which relates to a period after termination..

### 7. Minimum Contract Period

7.1 By becoming a member of **The Club** you agree to the minimum contract period of 12 months (unless you are a trial member as set out in clause 7.4 and indicated on the front page of this agreement). If you terminate your membership at any time during the first 12 months (other than as set out in clause 7.2 or clause 8.2) we shall be entitled to retain the membership fee which you have paid in advance prior to termination and, if you have elected to pay your membership fee by monthly direct debit, you must continue to make the monthly payments until the end of the minimum 12 month period.

7.2 You may terminate your membership during the first 12 months on 30 days' notice in writing if you are unable to use **The Club** through serious illness or injury likely to prevent you from using **The Club** for a period of at least 3 calendar months. (We will request reasonable evidence of your illness or injury - e.g. a doctor's certificate). If you terminate your membership (for reasons set out in this clause 7.2) we will refund any part of your membership fee which you have paid in advance but which relates to a period after termination.

7.3 If you wish to pause your membership due to ill health you can do so for a minimum of two calendar months with a retention fee of £5.00 per month (We will request reasonable evidence of your illness or injury - e.g. a doctor's certificate).

7.4 You may also terminate your membership as set out in clause 8.2.

7.5 If you are 3 month trial member, you may terminate your membership on the expiry of your initial 3 month membership period, by giving us written notice at any time before the expiry of such 3 month period. Thereafter, your contract will continue on a minimum 12 month term in accordance with clause 7.1.

### 8. Termination of Membership By You

8.1 You may terminate your membership at any time (following the expiry of the minimum contract period) by giving us 30 days' notice in writing).

8.2 You may also terminate your membership at any time (including during the minimum contract period) if:

8.2.1 we significantly reduce the facilities or opening hours of **The Club**;

8.2.2 we change the location of The Club; or



- 8.2.3 we close **The Club** for refurbishment for a period of more than 4 weeks at a time in which circumstances we will use our reasonable endeavours to give you at least 30 days' notice of the change (either in writing or by prominently displaying a sign in **The Club**) and, if you wish to terminate your membership due to reasons stated above, you may give us not less than 10 days' notice in writing to terminate.
- 8.3 If you terminate your membership (as set out in this clause) we will refund any part of your membership fee which you have paid in advance but which relates to a period after termination.
- 9. Termination of Membership by The Club**
- 9.1 We may terminate your membership in the following circumstances:
- 9.1.1 you commit a serious or repeated breach of this agreement or the club's rules of membership and the breach, if capable of remedy is not remedied within 7 days of receipt of a default notice;
- 9.1.2 if any part of your membership fee remains unpaid 30 days after its due date for payment;
- 9.1.3 if you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership; or
- 9.1.4 at any time, in our discretion, by giving not less than 30 day's prior written notice
- 9.2 If we terminate your membership for any of the reasons given above, we reserve the right to retain a proportion of the membership fees paid under this agreement to cover any reasonable costs incurred and any other losses we may suffer as a result of your breach.
- 9.3 All members leave their valuables in the changing rooms at their own risk. Please use the lockers provided.
- 10. Communication**
- We would like to be able to communicate with members by mail, e-mail, telephone or text message to allow us to give details of class bookings, events, changes to arrangements—**We take our responsibilities under Data Protection and Data Privacy laws seriously and will not share your data with any third parties without your prior permission.**