

terms & conditions



wellnesspa

The following terms and conditions are the standard Wellness Spa Terms and Conditions.

1. INTERPRETATION

1.1 In these Conditions:

"Facilities"	means the pool, Spa, Sauna and gym;
"Member"	means the person named on the Membership Application Form for whom we have agreed to provide the Services in accordance with these Terms and Conditions;
"Membership Application Form"	means the sheet to which these Terms and Conditions are appended;
"Richmond"	means Richmond Care Village Holdings Ltd, a company incorporated in England and Wales (company number 05105798) and having its registered office at Bridge House, Outwood Lane, Leeds, LS18 4UP;
"Services"	means the services to be provided by Richmond to the Member and referred to in our brochure; and
"Wellness Spa"	means the health and well being facility located at Richmond Villages and owned and operated by Richmond.

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

1.3 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2. SERVICES

2.1 Richmond shall provide the Services and Facilities at the Wellness Spa.

2.2 Richmond reserves the right to vary, add or remove any of the particular Services and Facilities provided by them from time to time. Where reasonably possible, notices shall be displayed in the Wellness Spa notifying the Members of any changes to the Services or Facilities at least 2 weeks in advance.

2.3 Richmond reserves the right to close or withdraw any Facility for cleaning, decorating, repairs or other maintenance or for reasons beyond Richmond's control. Richmond will endeavour to keep to a minimum the disruption to the use of the Facilities by the Members but will not in any respect be liable for any losses incurred by the Members for the closure of the Wellness Spa.

3 MEMBERSHIP

3.1 In applying for membership each Member agrees and accepts to be bound by these Terms and Conditions and by any other rules or instructions of the Wellness Spa issued from time to time.

3.2 Upon a Membership Application Form being accepted by Richmond and payment of the joining fee (if applicable) the use of the Facilities will become available to the Member.

3.3 Richmond may at its absolute discretion decline an application for membership. Richmond has no obligation to explain why such membership has been rejected. In the event membership is rejected a full refund will be payable to the applicant.

3.4 Any Member who has previously terminated their membership and who has since had their new Membership Application Form accepted by Richmond shall again pay the joining fee (if applicable) before use of the Facilities is available to them.

3.5 The term of the membership shall continue until it is terminated in accordance with Clause 7 below.

3.6 These Terms and Conditions are personal to the Member and cannot be assigned, transferred or otherwise disposed of by the Member.

3.7 Members will be issued with a membership card which is required for entry to the Wellness Spa. A fee will be charged for replacement cards. No Member shall allow his or her membership card to be used by any other person.

3.8 In applying for membership the Member must complete a health questionnaire. Any Member suffering from any medical condition or ailment must seek medical advice before they use the Facilities.

4. SUBSCRIPTIONS

4.1 The Member shall pay the joining fee (if applicable) and subscription detailed in the Wellness Spa Membership Application Form. The joining fee is a one-off, non-refundable charge.

4.2 Subscription payments shall be paid monthly in advance by direct debit from the Member's designated bank or building society account. Payments are due on the 1st day of each month. The monthly subscription fee is as set out in Richmond's standard price list which shall be provided to Members prior to their membership commencing. Richmond reserves the right at its sole discretion to agree alternative payment arrangements. Such alternative arrangements shall be confirmed in writing by Richmond to the Member.

4.3 If any payment is not made by the due date, Richmond reserves the right at its sole discretion to charge an administration fee for late payment.

4.4 No part of the subscription shall be refunded to a Member if for whatever reason that Member is unable to use the Wellness Spa Services and Facilities for any length of time.

4.5 Richmond reserves the right to review the subscriptions periodically.

4.6 Members will be given at least [90] days notice in writing of any changes to the subscription.

5. RULES AND REGULATIONS

5.1 Richmond shall make the Wellness Spa rules ("the Club Rules"). The Club Rules form part of these Terms and Conditions.

5.2 The Club Rules include but are not limited to:

5.2.1 No smoking within the building;

5.2.2 Members may not bring their own food or drink to consume on the premises;

5.2.3 Use of the exercise equipment, sauna, steam room and Jacuzzi is not permissible to those under 16 years of age;

5.2.4 Members and guests must wear appropriate clothing at all times in the pool area;

5.2.5 Showers must be taken by Members and guests before entering the pool and after leaving the sauna, steam room and Jacuzzi;

5.2.6 Diving and jumping into the swimming pool is not permitted. Richmond do not guarantee the presence at poolside of a safety attendant;

5.2.7 Children under the age of 16 are only permitted in the pool area and must be accompanied by an adult at all times;

5.2.8 Gym shoes and appropriate clothing must be worn at all times in the gym area;

5.2.9 Members' guests must complete a health questionnaire prior to using the Facilities. Any guest suffering from any medical condition or ailment should obtain medical advice prior to using the Facilities;

5.2.10 Members who are or who appear to be under the influence of drugs or alcohol will not be permitted to use the Facilities and will be asked to leave the premises;

5.2.11 Members will at all times behave in an orderly and sensible manner. They will also be responsible for the good conduct of their guests whilst using the Wellness Spa;

5.2.12 The premises must be vacated at the request of management or on the sound of the fire alarms; and

5.2.13 Mobile phones must be switched off within the Wellness Spa.

5.3 Each Member agrees to be bound by the Club Rules including Richmond's health and safety policy.

5.4 Without prejudice to Clause 7 below, Richmond reserves the right to suspend or terminate membership if a Member's conduct is in breach of the Club Rules.

5.5 Richmond reserves the right to vary the Terms and Conditions and the Club Rules from time to time. Any changes to the Terms and Conditions or the Club Rules shall be posted at reception which will constitute due notice of all changes.

5.6 Lockers are provided for use by Members and their guests. Members and their guests are advised not to leave valuables or money within the Wellness Spa. Richmond will not be liable for the loss or damage of such items.

6. LIABILITY

6.1 Except in respect of death, personal injury or damage to a Member's or guest's property caused by Richmond's negligence or as expressly set out in these Terms and Conditions, Richmond shall not be liable for any losses (including indirect or consequential), damages, costs, expenses or other claims in contract, negligence, for breach of duty or otherwise which arise out of or in connection with the provision of the Services and Facilities and their use by the Member and/or guest.

6.2 All persons using the Facilities do so at their own risk.

6.3 Each Member shall be responsible for making their guests aware of the Wellness Spa's Terms and Conditions.

7. TERMINATION OR SUSPENSION OF MEMBERSHIP

7.1 Either party may terminate the membership at any time by giving 3 months written notice to the other party.

7.2 Richmond reserves the right at any time to terminate or suspend the membership of any Member in the event of the following:

7.2.1 where the Member commits a serious or repeated breach of these Terms and Conditions, any rules of the Wellness Spa or instructions from the management and the breach, if capable of remedy is not remedied within [14] days of receipt of written notice; or

7.2.2 where any monies due to Richmond by the Member remain unpaid [30] days after its due date for payment; or

7.2.3 where the Member knowingly provides false details when applying for membership and the false declaration would have reasonably affected Richmond's decision to grant the membership; or

7.2.4 where the Member acts in an unbecoming manner or whose conduct brings the reputation of Wellness Spa into disrepute

7.3 If Richmond terminates the membership for any of the reasons contained in Clause 7.2 above that Member shall not be allowed to enter the facility as a guest of any other Member or otherwise.