



Terms & Conditions

14. Disputes

14.1 Any dispute or indifference which may arise in regarding to the interpretation of these terms and conditions shall be determined by the Proprietor whose decision shall be final.

15. Temporary Membership Freeze

15.1 If a member is unable to use Club facilities then they may freeze their membership. Thirty (30) days written notice is required before the first day of the month from which the member(s) wishe(s) to freeze their membership.

15.2 A membership may be frozen for a maximum period of 6 months.

16. Waiver

16.1 The failure of the proprietor to enforce any of its rights at any time for any period shall not be construed as a waiver of such rights.

16.2 If any of these terms and conditions is found by any court or administration body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceable terms and conditions, shall not affect the other terms and conditions which shall remain in full force and effect. If any of these terms and conditions are found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

17. Administration Fees

17.1 If a member loses their membership card, then a £10 administration fee will be charged for the replacement.

I have read and understood the above and agree to abide by the terms and conditions of membership and the rules and regulations referred to in paragraph 5.1 above. I will not hold Pace Health + Fitness LTD or other subsidiaries which provide leisure facilities pursuant to this agreement, responsible or liable for any action or event resulting from any breach of the same by any person covered by this membership.

SIGNATURE	
NAME (IN BLOCK CAPITALS)	DATE

DEFINITIONS

Pace Health Club, herein referred to as the club is operated by Pace Health + Fitness LTD

Trading Address: Pace Health Club + nu spa
Frankland Lane, City of Durham, DH1 5TA

Application Form:

Your membership form as appended to these Conditions.

Contract:

Your membership agreement and these terms & Conditions.

Membership Fees:

The charges payable for your category of membership as set out in your Application Form.

Initial Term:

The minimum duration of the Agreement.

Gym Etiquette:

The behaviour standards required in each of our clubs. These are on display within gym areas.

Services:

The Contract entitlement for usage of our facilities.

We/Us/Our:

Pace Health + Fitness LTD

Trading as: Pace Health Club + nu spa

Customer: You

1 Terms

1.1 All entrance fees, subscriptions and other receipts shall become the property of the proprietor and on cancellation of any membership no refund will be made to the member of any party of the initial subscription fee or monthly fee payments.

1.2 It is a condition of acceptance of membership that the member agrees to pay the initial subscription fee and agrees to be bound by these terms and conditions.

2 Payment

2.1 The initial subscription fee must be submitted either:

2.1.1 In full on acceptance of application for membership or;

2.1.2 By entering into an approved payment plan on the day of joining.

2.2 In all clubs, 30 days notice and payment will be required upon termination of the contract, this must be notified in writing or by email to the Health Club.

2.3 The proprietor reserves the right to specify or amend the form in which payment can be made e.g. from bankers standing order to direct debit.

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3. Membership

3.1 The proprietor reserves the right to reject any application for membership of the Club, without giving any prior notice.

3.2 Membership is personal to the member at the Club premises for which membership is granted and can not be transferred.

The proprietor may assign the benefit of this agreement to any person, firm or company at any time and will use its reasonable and endeavours to give each member prior written notice of any assignment.

3.3 The Club offers the following types of membership;

3.3.1 Single memberships available to individuals of at least 16 years of age.

3.3.2 Joint membership available to individuals of at least 16 years of age.

3.3.3 Corporate. A corporate member is entitled to all privileges of that of a single or joint member. It is only available where at least 6 individuals from one organisation take up and maintain the membership. The membership is non transferable, except where the initial subscription fee and monthly dues are paid by one organisation in which case the individual entitlement may be transferred at the nomination of the organisation. The corporate membership shall not be transferred from one organisation to another. A small charge shall be made for transferring memberships. Entitlement to Corporate Membership is at the proprietors discretion.

3.3.4 Off Peak Memberships are available either to an individual member or joint members who will be entitled to full use of the club facilities during off peak hours only, Monday – Friday 0900 -1700, last admission 1600. Management reserves the right to amend off peak hours and will agree to give 30 days notice to the member.

3.3.5 Child Memberships are for children under the age of 16 who are permanently resident at the household of parents who are members.

Any change in a members address, telephone or bank details should be given in writing to the club management at the club premises where the membership was entered into.

4. Fees

4.1 The monthly membership fee (which may change from time to time) shall be payable for each class of membership. The club management shall give 30 days written notice of any changes to the monthly membership fee. The club facilities not included within the monthly membership fee (and charges for there use) may change from time to time. Separate charges will be levied for beauty therapy, tanning and bar facilities which are not included in the membership fee. The club management has the right to increase the monthly membership fee once in a 12 month period.

5. Admission to the club premises

5.1 Members may use the facilities at the club premises for which membership has been granted in accordance with Clause 3.2.

6. Termination

6.1 Membership may be terminated by the club management or the proprietor without notice in the event of such a member committing a serious or a repeated breach of the club rules (as maybe amended from time to time) by; notice in writing if any payment to the club by the member remains unpaid for 30 days after the due date for payment, or upon not less than 30 days notice in writing if the proprietor believes that the member is not a suitable individual for continued membership of the club. Membership may be terminated by the member by giving at least 30 days written notice to the club management to expire on or any day after the first anniversary of the date of joining.

7. Guests

7.1 Members escorting guests on the club premises shall ensure that guests complete a guest pass and pay the current guest fee. Guests must always be accompanied by the member introducing them who will then be responsible for there guests actions and safety while on the premises. No more than two guests may be introduced to the club at any one time by the same members. Prior approval may be granted by the club management for additional guest entry. Guests with a valid guest pass will have the same membership privileges as the member who is escorting them and will be subject to the same

rules. The management may refuse entry to any guest to any of the club premises without giving any reason. Guest charges and admission hours may vary from time to time.

8. Children

8.1 Child members may use certain facilities (as determined by the club management). Child members must be accompanied by the adult member at all times who will be responsible for the conduct, safety and supervision of the child. The hours during which children may be admitted may vary from time to time.

8.2 Children under the age of 16 are not permitted into the Gymnasium or Jacuzzi. Children under 16 may access the pool and pool area however they must be supervised by a responsible adult at all times.

9. Dress

9.1 Appropriate dress must be worn at all times on the club premises and during activity classes. Trainers must be worn when using the equipment in the gymnasium.

10. Reservations

10.1 All reservations for services and/or programmes shall be made up to 1 week in advance. 24 hours notice is required to cancel reservations and upon shorter notice the member who made the reservation will be charged in full the amount unless the appointment can be refilled. The club management can refuse to rebook a member who repeatedly fails to make an appointment for the club services and/or programmes.

11. Conduct of members

11.1 Members and guests are expected to behave in an orderly fashion at all times whilst on the club premises. Any damage to the club property shall be paid for by the member who is responsible.

11.2 No alcohol or food can be brought by members onto the club premises. Smoking is also forbidden anywhere on the club premises.

11.3 Members and their guests shall shower prior to entering the swimming pool, whirlpool, steam or sauna areas.

11.4 Members may not enter the club under the influence of alcohol or under the influence of any non-prescription drugs or other illegal substances.

12. Disclaimer of liability

12.1 All members and guests use the facilities at their own risk. Neither the proprietor nor any company within Radisson Blu Durham or agents or employees shall be liable for:

The personal injury or death of any member or guest whilst on the club premises or while using the club facilities excepts to the extent that death or personal injury arises from any negligent act or omission of the Proprietor or any agent or employee of the proprietor; or Any loss, damage or theft of personal belongings to the member or any guest occurring on club premises. Members and/or guests are advised to undergo a medical examination prior to beginning any physical activity programme. Members with diabetes, or who suffer from heart disease, high blood pressure or pregnant women should consult with their doctor to check which club facilities should not be used.

13. Restriction/Closure of Club Facilities

13.1 The Club management reserves the right to show potential members around the club premises and allow them to use the club facilities on a trial basis from time to time.

13.2 The hours during which the club premises are open for use by members will be shown to members on joining. Members will be given reasonable prior notice of any intended closure for additional cleaning requirements (not day to day cleaning) or staff training requirement.

13.3 The proprietor and the Club management will use their reasonable endeavours to ensure that the Club facilities are in working order and available for use by members during such times as the Club premises may be open. There may be occasions when Club facilities are in working order and are out of order or not to be available for reasons beyond the control of the Proprietor, such as for reasons of servicing or refurbishment. Members entitlement to use the Club facilities is therefore limited to those club facilities which are available for use at the time they wish to use the facilities.