

# Lifehouse Membership

## Terms & Conditions

### Definitions

'Company' means Thorpe Hall Leisure Limited trading as Lifehouse Spa & Hotel

'Manager' means any manager of Lifehouse Spa & Hotel

'Member' means the person who has joined and paid for any of the Memberships

'Membership' means the package type chosen by the individual for the contracted year of usage being either 'Corporate', 'Complete Living', 'Active Living' & 'Vital Living'

'Membership Subscription Fee' means monthly payments or one upfront annual payment

'Joining Fee' - all new members pay a one off Joining Fee when they begin their membership. In the event of a membership expiring, additional joining fee and the current subscription fees will become payable if the previous member wishes to rejoin.

'Initial Period of Membership' means one month from the start of membership.

'Lifehouse' means Lifehouse Spa & Hotel, Frinton Road, Thorpe-le-Soken, CO16 0JD

### General

Lifehouse opening times: Monday – Sunday 6:30am – 10pm (Last entry 9pm)

Gym and Thermal area: Monday – Friday 6:30am – 10pm (Last entry 9pm), Sat & Sun 6.30am – 9pm (Last entry 8pm)

The Manager reserves the right to close the Lifehouse between 24 December and 3 January in line with other major health spa operators. No repayment of Membership Fee will be available in these circumstances.

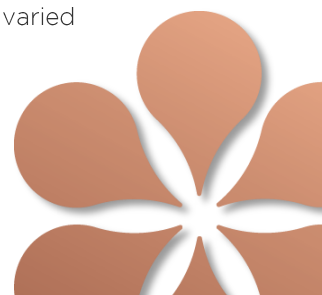
Membership is entirely dependent on your compliance with the terms set out in this Contract and breach of any such terms will entitle the Manager to cancel your Membership without refund. Any promotional offers advertised are often time limited and may be on a first come first served basis. The Manager reserves the right to discontinue any offer or deal.

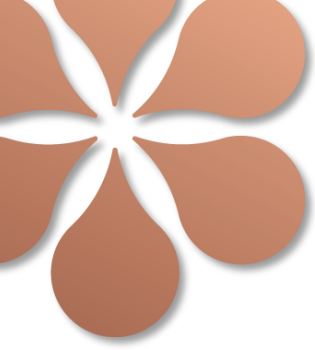
Under exceptional circumstances the Manager reserves the right to refuse admission to the Resort.

### Fees

All new members shall make an initial payment comprising of the appropriate Joining Fee and Membership Subscription Fee, the Joining Fee is a non-refundable one off payment. The Membership Subscription Fee must be paid on time and with no deduction or set-off, failing to do so will incur a Joining Fee if the Membership lapses.

All membership contracts including those paid on a monthly basis cannot be terminated in the Initial Period of Membership irrespective of usage or change in circumstances. Thereafter, Membership will automatically be renewed and the appropriate subscription payment collected via direct debit or by agreed method. Members may cancel their subscription and membership at any time after the first month by notifying the Membership Manager in writing giving a minimum of one calendar months' notice period. At the discretion of the Manager the Membership Fees and Joining Fees may increase, facilities at the Lifehouse may change or be reduced. Rules of use of the Lifehouse may be varied from time to time.





## How to pay

Where you pay by direct debit we will ask your bank for your monthly payment around the first working day of each month. Alternatively, payment can be made upfront in the form of a one off payment by cash, cheque or card. 10% discount is given to couples who reside at the same address (excludes Swim only membership, Gym & Swim & 31 Day trial Membership).

## Corporate Membership

Corporate Members must have a limited company. Corporate rates shall be available to 3 or more bonafide employees from the same company. The Manager may request reasonable evidence of employment prior to acceptance as Corporate Members.

## Membership Categories

You are entitled to use the facilities available under your category of membership. The Membership Manager will give you information about the range of facilities to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. Not all membership categories may be available at all times, numbers are restricted to ensure maximum enjoyment of the facilities for all Lifehouse members. We may choose to stop providing certain categories and introduce a waiting list.

## Changing Membership Category

We understand that member's needs change from time to time, so you can apply to change your membership category by contacting the membership office, an administration fee will apply.

## Gym & Energy Studio

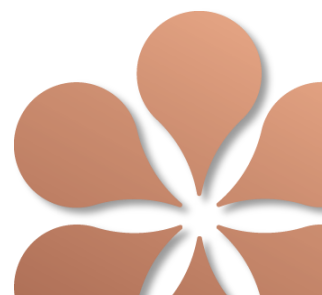
You must check with your doctor before commencing any exercise and you agree that use of any exercise programme is entirely at your own risk. Guests must wear appropriate clothing and footwear in the gym and studio. Conduct and attire of the Member at all times when in the Resort or exercising should be appropriate and the Member agrees to immediately abide by any instructions issued by the Manager or a member of the Resort's staff in this respect from time to time. All Members must carry out exercise and use equipment in the Resort in strict accordance with safety instructions which may be issued from time to time and the instructions of any trainers or members of the Resort's staff that might be given from time to time.

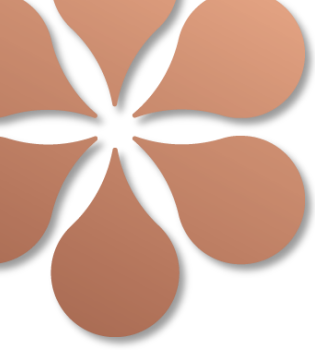
## New Members

New members who have access to the gym are required to "sign in" on entering the gym and completing a comprehensive induction process. This involves a health and fitness assessment which covers all aspects of health and wellbeing, from fitness and diet to motivation and lifestyle. Only Lifehouse personal trainers are allowed to train members in our Gym.

## Exercise & Activity Timetable

We reserve the right to change our timetable with no prior communication, but will use reasonable endeavours to keep the timetable varied. A number of classes may be led by the leisure and fitness staff. Classes should be booked via our on line booking system or via Spa Reception and up to 7 days in advance. Classes that are pre-booked yet remain unused are a major frustration to those members that were unable to book and we ask that you are mindful of this.





## Facilities and Membership ID Card

No Member will be designated a specific personal locker. Lockers are for general use and the location and access of lockers may change from time to time. To ensure a satisfactory service for all, random inspections of lockers are permitted. Members must present their Membership ID Cards when they arrive at Main Reception whether you are visiting the restaurant, using the gym or attending a class or having a treatment. You will then be given a membership wrist band to access your locker. Membership ID cards are returned in exchange for your wrist band when you leave the resort. Lost membership cards or wristbands can be replaced for a £5 charge.

## Member Preferential Rates

All valid members receive a 15% discount when purchasing a treatment and can be used against restaurant food and beverage. Day & Stay Breaks at Best Available Rate (BAR) are available to members. All retail is excluded. The preferential rate/discount is not applicable to Member's Guest(s) but they can apply for a Loyalty Card (T&C's apply).

## Treatments

Any treatments cancelled within 12 hours prior or a non attended treatment will be charged at 50% of the cost of the booked treatment. To avoid disappointment, we recommend you book treatments at least two weeks in advance. If your membership category includes treatments, you will need to collect your treatment vouchers from the membership office prior to booking your treatment, they are only redeemable if a membership is valid and are not transferrable.

## Thermal Heated Rooms & Hydropool

Members and guests are required to wear swimming costumes at all times. Shaving is not permitted and guests must shower before using the Hydropool and after using the Thermal Heat experiences. Guests who have any reservations as to their physical condition are advised to seek medical advice before using the Thermal Suite & Hydropool. Pregnant ladies are advised not to use the Thermal Heat experiences or Hydropool.

## Children

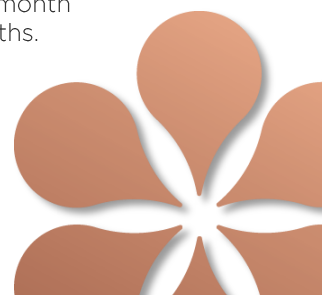
Lifhouse is a child free zone. We regret that we can not allow access to anyone under the age of 16.

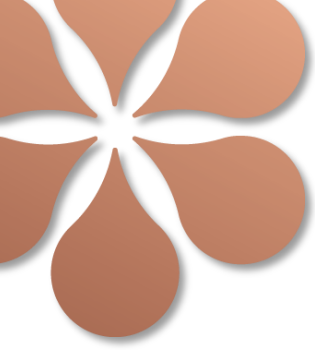
## Members Guests

Upon joining or renewing, a member will be given a voucher book which includes guest passes for use whilst their membership is valid. Guest passes hold the same expiry date as your Membership package. Once a member has used their compliment of guest passes members can purchase additional guest passes (£30) from the main reception you will be required to show your Membership card and complete a Member's Guest Form on arrival. Members may bring up to 4 x guests at any one time without pre-booking. This is allowed as long as the Member is present upon guest arrival. Treatments must be pre-booked by the Member, if your guest departs without payment, you will be liable for any outstanding cost. A Member or guest must not enter Resort without being signed in on our Member system. Unused guest passes are not accrued into the next term of membership.

## Suspension (freeze) of Membership

Requests to suspend Membership should be made in writing for the attention of the Membership Manager. Where a member is unable to use any of the facilities (excluding restaurant & treatments) the member can apply in writing to the Manager to have their membership frozen. A member can freeze their membership for a minimum of one month and a maximum of 3 months in a 12 month period at a cost of £30 per month. We do require freeze periods to be either 1, 2 or 3 months.





If a member has paid for their membership annually in advance then the monthly fee is still applicable but the renewal date is changed to reflect the time allocated for suspension. Some membership categories may not permit you to freeze or suspend your membership.

### **Cancellation and Renewal**

After the Initial one month period of membership, a Member may cancel membership by giving one calendar month's notice in writing. The management reserves the right to collect any sums outstanding by Direct Debit or by charging the nominated debit or credit card. Where a renewal of membership has been paid in advance any refund applicable will be calculated as if the Member has been paying on a monthly basis. Upon termination of membership, any monies owed to the Lifehouse relating to subscriptions or treatments or guest passes will automatically be charged to the Member via Direct Debit or to their nominated debit or credit card. Requests should be made in writing for the attention of the Membership Manager and will only be accepted once acknowledged in writing by the Membership Manager. Unless notified, we will continue to deduct the Membership Fee from your account via the direct debit instruction, once in place.

### **Car Park**

You are only entitled to use the Lifehouse car park while you are using the club facilities. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders or park outside the Main Reception area whilst visiting the Lifehouse. You park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

### **Data Protection**

All registered details will be kept on file for three years or until requested, by you, to be removed.

### **Communication**

We would like to keep in touch with you during your Membership Term. On joining we assume you agree to your contact details being used by us to communicate with you, unless you inform us otherwise. All communications will be sent via email, unless otherwise stated.

### **Exclusions**

Although nothing in this agreement excludes or limits our liability for death or personal injury caused by our negligence we shall not be under any liability to you for any loss whether direct or indirect or expense (including loss of profit, loss of business, depletion of goodwill, loss of goods, loss of contract, loss of use or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses) arising out of a breach by us of this Membership Contract. Further, you agree that no liability which arises in any way under or pursuant to this Membership Contract (whether to any party to this agreement or otherwise) will be a liability falling within any of the subparagraphs of paragraph 99 of Schedule B1 to the Insolvency Act 1986.

