

TERMS AND CONDITIONS OF MEMBERSHIP

1. The Club shall be called Lakeside Active Health Club the proprietor of which is Sutton Coldfield Hotel LTD ('the Club Operator'). In these rules the expression 'the Manager' means the person who is appointed to manage the affairs of the Club by the Club Operator or the General Manager of the premises at which the club is situated.
2. Potential Members of the Club must complete an application form and Health Questionnaire as prescribed by the Club Operator. These forms must be signed and accompanied by a Direct Debit mandate for the appropriate membership fee. You are required to nominate a credit or debit card as an alternative method of payment is not available.
3. The Club Operator and/or the Manager may in the absolute discretion refuse to admit any candidate as a member of the Club or terminate membership without giving any reason for such refusal.
4. Members will be issued with a membership card. The membership card shall remain the property of the Club Operator and upon termination of membership will be returnable. Any loss of a membership card must be reported to the Club Operator as soon as possible after discovery of the loss. Replacement cards are charged at an administration fee of £15. Locker keys are supplied to members as required, any loss of a locker key will be charged at £15 PLUS the fee to have the locker opened & any repair to the locker to return it to an operational state. The Club Operator will be responsible for organising the service of a locksmith and will be done so in a timeframe convenient to the Club Operator.
5. Membership is non-transferable and accordingly no Member shall allow his or her membership card to be used by any other person. No part of the membership fee will be repayable to a member if (for any reason whatsoever) such Member is unable (either permanently or temporarily) to use the Club's facilities or amenities.
6. Membership shall commence on the date of acceptance of the membership application by the Club Operator and as from the date the Member is entitled to exercise all the privileges of membership and is deemed to have agreed to be bound by these rules.
7. After 12 months any member may terminate their Membership by giving 28 days' notice, in writing to the Club Operator. No part of the membership fee will be refunded should the Member decide to terminate membership under this rule.
8. Members over 18 years of age are welcome to introduce up to two guests on any day to the Club. Guests must register, complete a Health Questionnaire, pay the current guest fee and must be accompanied by a Member. We are unable to take advanced bookings for guests. Each member may introduce the same person no more than six times per year and will be given a guest registration form. Members must ensure that their guests are fully aware of the Club's Terms & Conditions and Rules & Regulations.
9. 'Junior Member' is any Member of the Club who is under 16 years of age.
10. All Junior Members must be accompanied by an adult Member who shall be responsible for their conduct and compliance with the Club rules.
11. Junior Members must vacate the Club by 8pm. For safety reasons Junior Members must not use the gym, in addition under 12s may not use the sauna, steam room or spa.
12. The rules relating to Junior Members shall apply to Hotel Guests under the age of 16 as if they were Junior Members of the Club.
13. Members and their guests must wear appropriate clothing in the Health Club as required by the Club Operator and comply with all the Club's Health and Safety requirements. Members using the swimming pool must comply with any instructions given by any supervisor and by poolside notices. In particular Members are

advised to read and must comply with the Code of Safety for swimming pools. The Club Operator does not guarantee the presence at the poolside of any safety attendant or other supervisor.

14. No food or drink may be consumed within the Club other than food and drink purchased within the Club. Only designated eating areas may be used. In the interest of safety no crockery or glassware is allowed in the Health Club.

15. Members and their guests must complete a Health declaration before embarking upon use of the Club's facilities. Members must not use the facilities of the Club while under the influence of alcohol, or whilst taking anticoagulants, antihistamines, vasoconstrictors, narcotics, tranquillisers or other drugs, or while suffering from any contagious disease or disorder. Any Member suffering from a medical condition should obtain medical advice that it is safe to use the Club's facilities. The Club Operator will not be responsible for any illness or injury suffered by a Member directly or indirectly which arises from the use of the Club's facilities contrary to any such advice.

16. The Club Operator will not accept any responsibility for any harm or injury which has resulted from the Member undertaking an activity which such Member knew or ought to reasonably have known could cause harm or injury to the such Member.

17. The Club Operator will not accept any responsibility for any loss or injury suffered by a Member or Guest which arises from that Member's or Guest's negligence, breach or these rules, default or other wrongful act.

18. Every Member must use the Club in a proper and cautious manner and abide by all the signs posted throughout the Club premises. In the interest of tidiness all Members must use the lockers provided. No responsibility will be accepted by the Club Operator for the loss or theft of property or money. As part of the Health Club's close down procedure, all lockers will be checked and emptied at the close of each day and any belongings found will be stored for 28 days.

19. The Club Operator reserves the right to refuse admission to any Member or proposed guest who, in the Club Operator's opinion, is unsuitably dressed or attired or whose conduct in the opinion of the Club Operator may distress or disturb any other Member or guest.

20. No pets or animals are allowed in the Club with the exception of guide dogs.

21. Any dispute or difference which may arise as to the meaning or interpretation of these rules, shall be determined by the Club Operator whose decision is final and binding.

22. The Club Operator reserves the right to vary the hours of opening and make amends to the rules and/or regulations. The Club or part of the Club may be closed from time to time for maintenance, redecoration and any other safety reason.

23. Should The Club be unable to open due to Government legislation or for the reasons detailed in section 22 of these terms & conditions members will be given time in lieu of any such closure and refunds will not be offered.

24. All members will be required to leave a £10 deposit for use of towels, only when the towel is returned will the deposit be returned. A £2 payment is required for use of towels, this will not form part of the £10 deposit.