

## **CHAMPNEYS HEALTH CLUB RULES 2025**

All new members must complete a Health Screen Form attached to the application form before using the Club facilities.

### **1. INTRODUCTION AND DEFINITIONS**

- a. In these Rules “the Company” means Champneys which provides the Club and its facilities for the benefit of the Members: “the Club” means the facility provided at the designated Champneys Resort. Member means a Club Member. “Directors” mean the Directors of the Company: “Rules” means the terms and conditions of membership set out below: “Application Form” means the Application Form completed by the Member to join the Club.
- b. It is a condition of membership that Members agree to pay the fees referred to in Rule (2) and agree to be bound by these Rules.
- c. We encourage all members to comply with these Rules to ensure a positive experience for everyone. Non-compliance may lead to restricted access or termination of membership without refund.
- d. Each Club also have their own operational rules displayed in various parts of the Club, which you must also comply with.
- e. We reserve the right to make amendments to the rules, or individual Club operational rules, at any time. If we do this, we will aim to give reasonable advance notice by email and/or placing the rules on the website/App.
- f. Application for membership or renewal of membership shall be determined by the Club whose decision will be final.

### **2. MEMBERSHIP AND FEES**

- a. Members must be at least 18 years old.
- b. In order to qualify for a joint membership one bank account can only be used to pay membership fees. Joint members’ responsibility to agree payment from one bank account.
- c. Please ensure all membership fees or any other bills related to the resort are settled promptly to avoid your membership being frozen with no access to the club granted until your accounts are settled.

- d. Your agreement starts from the start date set out on your membership application form. You may not use the Club until you have provided a signed application form and including direct debit document / paid annual fee as well as have your membership photograph taken at the club reception.
- e. Members must pay a nonrefundable joining fee at the specified rate when they join, regardless whether they use the services provided.
- f. Membership payments can only be made payable monthly in advance via Direct Debit from a UK bank account with a recurring transaction agreement or by prepayment of membership subscriptions for the following 12 months in a lump sum payment as per annual membership rate specified.
- g. The monthly subscription will be collected on the 15<sup>th</sup> of each month for Champneys Springs and on the 20<sup>th</sup> of each month for Champneys Tring, Forest Mere and Henlow.
- h. If monthly subscriptions are not paid within 7 days of the 15<sup>th</sup> of each month for Champneys Springs and of the 20<sup>th</sup> of each month for Champneys Tring, Forest Mere and Henlow membership will be terminated.
- i. No charges can be posted by members onto their club account. All services must be paid for in advance.
- j. Members are required to give notice to the Club of any change of postal or email address. Failing such notice, all communications shall be presumed to have been received within 5 days of the post-marked or receipt of email.
- k. Subject to clause m we will give you at least 14 days' notice, or less if it is not reasonably practicable to give 30 days' notice, in respect of any change to your membership conditions.
- l. We will give you at least 30 days' notice of any proposed price increase of your membership. All membership fees are reviewed annually.
- m. Should a price increase occur, you are entitled to terminate your membership by giving one full calendar month's notice within fourteen days of receiving the notice.
- n. To re-join the Club after a termination of membership, any unpaid subscriptions must be cleared, a new membership agreement completed and the prevailing admin fee of £29 will be charged per person.

## **MEMBERSHIP TYPES**

- a. We offer various types of memberships which you can upgrade to at any given time and pay the extra fees which apply.
- b. We may at any time choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option.
- c. Membership is non-transferable and non-refundable, unless there is written agreement to the contrary from Champneys.
- d. Members must adhere to their chosen membership usage times and cannot use the health club nor the resorts facilities out with their usage times unless approved with managerial permission with a payable appointment (IE Personal Training Session, Spa Treatment, medical consultation etc). Failure to abide by your agreed membership times may result in a £55 day pass fee being charged to your account or termination of your membership contract.

### **3. MEMBERSHIP CARDS**

- a. Membership cards will be issued as soon as possible after finalising your membership and must be scanned upon entering the Club at the Wellbeing & Fitness Reception. Failure to do so will result in denied access and can result in termination of membership if continual non-compliance is recorded.
- b. The card is non-transferable and must not be lent or used by another person other than the Members themselves.
- c. All members are required to have their picture taken at the Wellbeing & Fitness Desk.
- d. The Club reserves the right to charge a fee for the replacement of lost membership cards currently £5.00.
- e. The Company reserves may retain any membership card if there has been a defaulted payment by the Member concerned.
- f. Scanning in and out - For health and safety reasons we require all members to scan/sign in and out at the Club reception.

### **4. GUESTS**

- a. A minimum of 48 hours' notice is required for all guest pass bookings which will be accepted at managements discretion. Failure to book a guest in advance will result in the current guest fee being charged or being turned away and denied access to the resort.

- b. Due to Health and Safety policies Champneys limits the amount of guest passes allowed on the day and is subject to availability.
- c. Guest passes are for non-members only and cannot be used by active or frozen members to enter the premises outside of membership times. Misuse will result in the guest pass being deducted and a £55 day pass fee being charged to your account.
- d. Guest passes can only be used at the members home club and cannot be used for a guest visiting another resort or Champneys hotel.
- e. All guests must be accompanied by an existing member for the whole duration of their visit.
- f. All guests are required to register at the Wellbeing & Fitness desk and complete an enquiry form and exercise waiver before using the facilities. Failure to book a guest in can result in the prevailing guest pass being charged or denied access to the resort.
- g. The minimum age for guests is 16, subject to management discretion. Guests aged 16-17 must be supervised at all times.
- h. Guest Passes are valid for the first 12 weeks in the first year of membership and for 12 months only in the years thereafter or as stated by the expiry date. No extensions can be given.
- i. The maximum number of inclusive guest passes you will receive on joining and on renewal is 3 per year dependant on membership type.
- j. Guest Passes are non-transferable. One Guest Pass allows for one guest only. Half Day use of a pass still constitutes as a day pass.
- k. Guest Passes can only be used within your membership club times and only at your home club.
- l. A maximum of two guests per member are permitted on any given day subject to management discretion.
- m. Guests can visit a maximum of three times per year.
- n. Treatments or services taken by guests must be paid for prior to departure if not paid for in advance as per point 5U, or they will be charged to the member's account.
- o. Members are responsible for ensuring that their guests are aware of, and adhere to, the Club rules.

- p. The Company reserves the right to refuse admission to any guest without explanation. Former members or those denied memberships should not be introduced as a guest.
- q. Club Members can purchase guest passes within their membership times for the following fees: £55 between 10.00 am and 5.00 pm and £25 between 6.30-10.00am & between 5.00-9.00pm.
- r. Champneys reserves the right to show potential members and guests around the club and its facilities regardless of time – including but not limited to the pool & poolside amenities, gym(s), studio(s), reception areas, lounges, eateries & grounds.

## 5. **USE OF FACILITIES AND SERVICES**

- a. For health and safety reasons we require all members to scan/sign in and out at the Club reception before using the facilities.
- b. Champneys does not accept responsibility for facilities or equipment which cannot be used by members or guests due to unforeseen circumstances beyond the control of Champneys. This includes any mechanical breakdown which will be rectified as soon as possible.
- c. Club opening hours are fixed by the Company and are subject to change without prior notice. The Company may at any time close the Club's premises or any part thereof, without notice, in order to execute repairs, alterations, accommodate external events, Holidays, re-decorations or otherwise, or to facilitate Club programmes.
- d. No compensation shall be granted for such closures including additional time added to membership terms.
- e. Members may not use any element or area of the health club prior to our opening hours as well as after closing hours. Failure to adhere to these times may jeopardise your membership with us.
- f. Members may use all aspects of the facilities and services within their chosen membership times. In the event of low availability resulting in a member being required to attend the resort for a payable appointment out of their usage times then members must vacate the premises immediately concluding the appointment.
- g. Retreats and members events out of your membership usage times is granted purely at the discretion of resort management and Champneys reserves the right to deny entry to these events without explanation.

- h. Members are expected to vacate all facilities before the advertised closing time to allow time to change and exit the premises by closing time.
- i. Last entry to the club will be allowed up to 30 minutes before closing time. Access to the facilities will not be granted within 30 minutes of closing.
- j. Use of fitness areas and other Club facilities including outdoor classes is at the Member's or guest's own risk and under their own medical advice. We advise you should consult a Doctor before exercising. It is also your responsibility to advise staff if your medical status changes and may affect your ability to exercise safely. We advise that all members have a YOUNIQUE PT Health Screen and request a gym induction before using any new or unfamiliar equipment. Please note the gym is unsupervised at various times of the day. If you are pregnant, have injuries and / or medical problems or have not used gym equipment before please contact a Fitness instructor prior to use. For health and safety reason please ensure you are wearing suitable exercise clothing and trainers when using the Gym.
- k. Only members of staff or a nominated third party may provide personal training services within the Club.
- l. Members are requested to arrive for appointments and studio classes in good time. You must also pre-book ALL classes/sessions in the gym, pool or studio to ensure your participation in them.
- m. Members will be charged for no shows or cancellation of classes that do not provide a reasonable time frame as per Club policy. The fee for classes shall be such the sum the Company determines.
- n. Champneys members enjoy discounts on selected services and products, which are subject to change and cannot be used in conjunction with other offers.
- o. Members will no longer be able to receive these benefits if they terminate their contract. These benefits also cannot be accessed during periods of membership suspension.
- p. For discounts rates to be honoured, a valid Champneys membership card must be presented.
- q. Benefits included in memberships have no monetary value. These are gifted. No compensation is given on cancellation of membership.
- r. Champneys reserves the right to amend the benefits provided to members in all capacities pertaining to reservations, appointments and service discounts, service availability and previously advertised offers including discounts and days applicable to members offers.
- s. Member discounts do not extend to guests. All guest services and purchases must be paid for at full price.

- t. Members must book all fitness / studio / group exercise classes that are available on the activity schedule on the Technogym app. Bookings attempted to be made through the fitness reception and/or by email/phone may result in request being denied.
  
- u. Restaurant booking must be made with at least 48 hours' notice via the restaurant or hotel reception. Any member bringing a non-member to the restaurant for any dining experience will be deducted one guest pass or charged guest pass fee's per person that is not a member.
  
- v. Booking Spa Appointments: When scheduling a treatment, you will be asked to make a payment at the time of booking whether this be over the phone or in person. Please bear in mind that we are no longer able to book treatments over email.  
 Payment Methods: We accept various payment methods for your convenience, including credit/debit cards as well as Champneys gift cards.  
 Confirmation: Your appointment will only be confirmed once the payment has been successfully processed.  
 Cancellations and Refunds: If you need to cancel your appointment, please do so at least 24 hours in advance to receive a full refund. Cancellations made within 24 hours of the appointment time will result in a full loss of the pre-payment.
  
- w. An instructor may refuse entry or may ask any Member to leave a class if they feel theirs, or another's safety or enjoyment is in jeopardy or if they arrive late for a class.
  
- x. Whilst every effort has been made to ensure the accuracy of the class programme, the management reserves the right to cancel or re-schedule classes after publication and at short notice. The programme may be amended during public holidays. Members may not use the studios unsupervised without authorisation outside the class timetable.
  
- y. Proper attire, as determined by the Company, must be worn in the Club. Members are requested to always wear appropriate clean footwear in the fitness areas and non-marking soled footwear on the exercise studios and no outdoor footwear poolside. Appropriate attire must be worn in the restaurant and/or members relaxation area. Footwear must be always worn.
  
- z. Members are requested to shower before entering the sauna, steam room and/or swimming pool. Shaving or exfoliating within the sauna or steam room is not allowed or the drying of towels and clothing or flammable materials such as newspapers and books brought into these areas.
  
- aa. Pets are not allowed at the Club.
  
- bb. Smoking is not permitted anywhere in the Club apart from the outside designated area.
  
- cc. Only food purchased from the Club should be consumed within the Club.

- dd. No alcoholic beverages or drugs of any kind may be brought into the Club. Violation of this rule will result in immediate exclusion from the Club and may result in termination of membership.
- ee. Members or guests shall not use the Club's facilities whilst under the influence of alcohol or drugs. In the event they do so, this is entirely at their own risk.
- ff. Mobile phone use is restricted in the spa areas to ensure the privacy and comfort of all members. Please respect those around you and avoid using your phone in ways that may disrupt the peaceful atmosphere.
- gg. In the interest of safety, no glass container may be taken into any fitness areas, pool or changing areas.
- g. Be considerate to others; loud or abusive language towards other members, guests or staff will not be tolerated.
- hh. Club property, including towels, toiletries, etc., is provided by the Club as a courtesy to its Members during Club usage only. Removal of Club property from the premises may result in the termination of membership privileges and legal action.
- ii. To avoid disappointment, appointments should be booked at least 48 hours in advance. Spa and fitness appointments that are not cancelled with 24 hours' notice may be subject to a charge.
- jj. Members are required to leave workout areas clean and tidy. As a courtesy to other Members and for health and safety reasons, equipment needs to be replaced in the storage areas/racks provided and equipment must be wiped down after use.
- kk. Cardio gym equipment must not be used for longer than 20 minutes during busy periods.
- ll. You should seek instruction before using unfamiliar equipment or book a gym induction.
- mm. We provide Male and Female changing rooms across our properties which by law are designated for use based on biological sex. If you require a changing space outside of these facilities, please ask a member of our fitness team who will be happy to support you.

## 6. **LOCKERS**

- a. Lockers may be available for use by Members and their guests whilst they are on the Club's premises, subject to availability.
- b. Members must ensure that the contents of the lockers are removed at the end of their visit and use only for the period of their time at the Club.

- c. The Club reserves the right to open lockers without the Member's permission or the Member being present. Property cleared from lockers, or left on the premises, shall be given to housekeeping and then donated to charity after 10 days.
- d. All bags must be kept in lockers and should not be taken into the fitness areas.
- e. Those resorts with locker bands must be signed in and out at reception. Failure to return or hold a locker band will result in a fine.

## **7. LIABILITY**

- a. Neither the Club nor the Company will accept liability for any damage or loss to a Member's or guest's personal property brought into the Club's premises.
- b. All activities and treatments are taken at the Member's or guest's own risk including participation of classes online.
- c. Neither the Club, the Company, nor their staff shall be liable for personal injury sustained by Members or their guests while on the Club premises, except in cases of proven negligence.
- d. Members or guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Duty Manager immediately.

## **8. MEMBER'S HEALTH AND SAFETY WARRANTY**

- a. Our health agreement (see end of document) outlines the commitments of both Champneys and our members. Please ensure you read. By becoming a member, you are agreeing to this agreement unless otherwise notified. Members and guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and notify a member of the fitness team immediately in order that Member/guest notes and their programme can be updated or medical clearance obtained. If through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise and that he/she knows of no medical or other reason why he/she is not able to engage in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition.
- b. The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members.
- c. Champneys Health Spas have done its best to put in place preventative measures to reduce the spread of COVID-19; however, Champneys cannot guarantee that you will not become infected with COVID-19. As a member you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending Champneys and that such

exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at Champneys may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Champneys employees and programme participants. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your attendance at Champneys ("Claims").

- d. We recommend that before using the Club, Members familiarise themselves with the fire exits and emergency routes in case of evacuation. Please note that employees are NOT required to "seek and search" the building, therefore it is the responsibility of each individual to follow the relevant instructions.
- e. All members must comply with any reasonable requests made by the members of staff & health club personnel in relation to matters of health and safety.

## **9. DATA PROTECTION**

- a. It is necessary for the purpose of providing Members with advice and support in relation to our facilities to hold certain data concerning the Member's identify, contact details and general health on our files. By signing the application form you are expressly consenting to the Club having authority to keep this data for the duration of your membership to the Club and for up to two years afterwards (or, if membership is refused for any reason, for a period of two years from the date you complete this form) to assist us in providing you with the best possible service.
- b. By signing the application form you will be indicating your consent to receiving emails. For the avoidance of doubt, you are not affecting any of your rights under the Data Protection Act 1998.

## **10. CAR PARKING**

- a. No unauthorised car parking is permitted on Club premises. Cars must be parked properly in designated spaces.
- b. Electric charging points are subject to availability and are not guaranteed. Members must not exceed a 1-hour charging period and are subject to associated fees.
- c. Champneys reserves the right to ask a member to move their vehicle from the charging point if deemed necessary regardless of vehicular charge.
- d. Please register your vehicle at the hotel reception when using the electric charging points.

## 11. CANCELLATION AND SUSPENSION OF MEMBERSHIP

### A) Suspension/Freezing

#### General

- I. Members may apply to have their membership frozen. Request for freezing must be made in writing to the Club Administrator giving one months' notice subject to management discretion.
- II. Suspensions will be allowed for serious illness, serious injury, pregnancy or redundancy, providing suitable evidence is given eg a Doctor's note. Minimum suspension in these cases will be 1 month and maximum is 3 months. No charge will be made.
- III. For membership suspension due to working away from home or for extended holiday or additional reasons we allow a minimum of 1 month up to a maximum of 3 months per year. There is a £25 administration fee per month requested per person.
- IV. Suspensions reasons cannot be back dated; these must be informed in writing prior to the suspension.
- V. Should you wish to extend a current freeze this must also be put in writing, verbal instructions cannot be accepted. You will also need to let us know when you plan for your membership to start again.
- VI. Request for freezing shall be at the sole discretion of the Club.
- VII. If we increase our membership prices during the period when your membership is frozen you will have to pay any new prices that apply to your membership type when your membership starts again.
- VIII. You will not be able to use any of the facilities whilst your membership has been suspended. If we do find you are using the facilities your membership will automatically restart and you must pay any appropriate membership fees while your membership was suspended.

#### Annual Payers

- I. All of the above rules apply for annual subscriptions however your membership will be extended for the requested freeze period and renewal date amended accordingly. No credit will be applied.

## **CANCELLATION OF MEMBERSHIP**

### **GENERAL**

- I. Requests for cancellation must be made in writing/email to the Club Administrator with at least 4 weeks' notice. The club administrator will then confirm your leaving date.
- II. Verbal instructions to amend or cancel a membership cannot be accepted without the appropriate written and signed form and a minimum of one months notice given.
- III. Cancellation of your direct debit instruction is not accepted as a request to terminate your membership.
- IV. Reinstatement of a cancelled membership may be accomplished by payment of a new admin fee plus any unpaid balance from the previous membership.
- V. Membership is non-refundable and non-transferable. Exception: Platinum membership is transferable.
- VI. The Company shall have the right to suspend or withdraw Club privileges or membership from any Member who, in their opinion, has abused privileges or conducted himself or herself in a manner deemed detrimental to the Club staff or its Members. Such exclusion or suspension shall become effective immediately and no reimbursement will be issued to such Member. There will be no refund of the joining fee.

### **B) LIMITED RIGHT TO CANCEL FOR THOSE MEMBERSHIPS THAT REQUIRE 'PAYMENT IN FULL'**

During the contract period of 12 months or more you may cancel the contract only for the following reasons that prevent you from using the club facilities:

- I. Suffering from a medical condition (this does not include pregnancy but does include a medical condition that arises during pregnancy); An appropriate medical practitioner must provide written evidence that this is so.
- II. Loss of your employment or you are declared insolvent; You must produce documentary evidence to support this.
- III. You are being relocated in your employment to a location which is more than 10 miles from a Champneys club; We shall require evidence that such a move has taken place.
- IV. You are moving home to a location which is more than 10 miles from a Champneys club; We shall require evidence that such a move has taken place.
- V. We are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use your club's facilities or to continue being a member.
- VI. Platinum members are required to transfer their membership if they wish to cancel if they wish to avoid the following cancellation terms.

## **PAYMENT FOR EARLY CANCELLATION**

### **Annual Payers & 3 or 4 Year Contracts**

If any of the forementioned exceptional circumstances apply, we shall be entitled to request reasonable evidence to provide sufficient proof of the exceptional circumstance. The decision as to whether the membership can be cancelled shall remain in our absolute discretion.

- a. If cancelled due to reasons set out in 11 C) I-V, unused membership fees will be given by way of Gift Card and valid for 24 months from issue. The Gift Card can be used towards Champneys Products, Days & Stays.
- b. If you cancel your membership before your membership expires for any reason other than in the circumstances set out in 11 C) I-V, we shall be entitled to keep the remaining unused annual fees.
- c. Please note you will not be able to re-join on any promotional offer within a 12 month period from the date of cancellation.

## **12. CCTV**

- a. Closed circuit cameras operate throughout the Club except in the changing areas. Any unlawful activity within the Club may be reviewed for possible legal action.

## **13. STANDARD FEEDBACK PROCEDURE**

- a. Members and guests are encouraged to make any comment or complaint via the feedback QR posters located at the Wellbeing & Fitness Reception or by email to the Fitness Manager or the Club Administrator. For all feedback relating to the facilities please contact the Fitness Manager. For any enquiries regarding your account/statement please contact the Club Administrator. Please ensure that all contact details are detailed on the form/email in order that a member of the management team can contact you accordingly to discuss. Should a member or guest wish to discuss any issue in person they can also request to speak to the Manager on duty who can be contacted at the Wellbeing & Fitness Desk. It is our aim that we respond within 48 hours of receiving a comment or complaint.

## **14. GENERAL**

- a. The Company may assign the benefit of the Membership Agreement to a third party at any time without notice to the Member.
- b. A person who is not party to the Membership Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Membership Agreement.
- c. The Company may communicate with the Members via electronic mail ("email") and/or by SMS. By providing an email address or mobile telephone number to the Company, the Member consents to receiving and/or SMS communications from the Company, including notices pursuant to these terms and conditions. The Member also accepts that email and/or SMS may not be a secure and confidential

means of communication. The Company will not be liable for any loss or damage suffered as a result of communicating with a Member by email and/or SMS.

- d. Champneys reserves the right to close certain elements or all of the health clubs facilities to members for other business & resort needs. Including but not limited to exclusive filming & promotional arrangements as well as private functions and corporate events. Such closures are not subject to compensation or reimbursements in any form or monetary values



## HEALTH AGREEMENT

This agreement sets out the basis for how we will work together, to ensure we have the best relationship built on mutual respect and trust. This will enable us to operate and you to enjoy all of the facilities at our spas.

### What we expect from you

Your Health and wellbeing is our paramount concern:

**Health** - We feel that you are the best person to be in control of your health. We ask that you seek professional medical advice about any conditions or concerns you have and act on this advice, even if it means not undertaking exercise, a treatment or class which you would like to do.

**Wellbeing** - That you let us know if you feel unwell for any reason whilst on our premises so we can help.

**Knowledge** - That you read and take on board any instructions information or notifications about use of equipment or the contraindications for specific treatments

### What you can expect from us.

**Facilities** -You are free to use any of our facilities or have any of our treatments that you know you are comfortable with.

**Maintenance** - We will maintain our equipment and facilities in line with industry standards

**Team Members** - Qualified and competent staff are able to help you achieve your goals and advise you on how to exercise safely.

Our therapists will be qualified in line with industry standards and recognised professional bodies