

WATERSIDE HOTEL & LEISURE CLUB (“the club”) CLUB RULES AND WHAT YOU NEED TO KNOW



APPROPRIATE RULES ARE DISPLAYED WITHIN THE CLUB

Opening Hours

Gym and Ladies' Only Gym - Monday to Sunday: 24 hours

Pool – Monday to Friday: 6.30am to 10.00pm. Last entry 9.30pm

Pool – Weekends: 7.30am to 9.30pm. Last entry 9.00pm

Poolside Spa – Monday to Friday: 6.30am to 9.30pm

Poolside Spa – Weekends: 7.30am to 9.00pm

Thermal Suites – Monday to Friday: 7.00am – 10.00pm

Thermal Suites – Weekends: 8.00am – 9.30pm

You are respectfully requested to leave the Pool, Poolside Spa and Thermal Suites with sufficient time to use the showering and changing facilities.

Membership Definitions

Adult: Application for everyone over the age of 18 years old, or 16 years old if a parent or guardian will pay the monthly subscriptions and be responsible for under 18's behaviour. At the ages of 16 and 17 a prospective member must have the permission of a parent or guardian to join. The same parent or guardian shall be responsible for ensuring that club rules are adhered to and that their membership fees are paid in line with the terms and conditions of direct debit collection. In addition to this, members aged 16 and 17 must sign a Behavioural Code of Conduct and provide valid ID as proof of age.

Student: Application with a valid student I.D

Junior: 13-15yrs must have at least one parent or guardian as an active adult member. Members under 16 years of age must be supervised at all times whilst in the club, unless they are involved in a children's activity session.

Child: 4-12yrs must have at least one parent or guardian as an active adult member. Members under 16 years of age must be supervised at all times whilst in the club, unless they are involved in a children's activity session.

Infant: 0-3yrs

Membership Categories

Full Membership: Entitles full use of club facilities during club opening hours including 24-hour gym access.

Off Peak Membership: Entitles full use of club facilities Monday to Friday 6.30am-5.00pm (Last Entry 4.30pm) & Weekends 1.00pm till 9.30pm (Last Entry 9.00pm)

Over 55 Regal Membership: Entitles full use of the club facilities Monday to Friday 6.30am-5.00pm (Last Entry 4.30pm) & Weekends 1.00pm till 9.30pm (Last Entry 9.00pm)

Student Membership: Full membership at discounted rate with valid I.D. including 24-hour gym access.

Student Teen Membership: Entitles full use of club facilities excluding the Thermal Suites and 24-hour access. Discounted rate with valid I.D.

Corporate Membership: Full Membership at discounted rate with valid I.D. including 24-hour gym access.

Gym Only Membership: Entitles full use of the Gym on a 24-hour basis but excludes access to the Pool, Poolside Spa, Thermal Suites and Classes.

Swim Only Membership: Entitles full use of the Pool and Poolside Spa during club opening times but excludes access to the Gym, Thermal Suites and Classes.

Junior/Child/Infant Membership (0-15yrs old): Entitles the use of the Pool Monday to Friday 6.30am-8.30pm (Last Entry 7.45pm) & Weekends 7.30am-8.30pm (Last Entry 7.45pm) – Children of 13 and over can be left in the Pool during swim times if they are able to demonstrate the ability to swim 50 meters. Children 12 and under are not allowed to use the Gym, Poolside Spa, Thermal Suites or adult classes under any circumstances. Children aged 13 to 15 are permitted to use the CV and Functional areas of the Gym but not the Resistance area or Poolside Spa and Thermal Suites.

24-Hour Access

To use the Waterside Leisure Club between the hours of 10pm and 6:30am Monday to Friday and 9:30pm and 8am Saturdays and Sundays, you need to adhere to the following:

You must sign in & out at reception every time you use the facility between the above hours. This is for Health & Safety purposes and failure to do so could result in your membership being terminated.

There is limited staff on site so extra vigilance is required and extra care when exercising must be taken.

There is no access to any of the wet facilities (Swimming Pool, Poolside Spa or Thermal Suites) during the above hours.

If you require assistance during the above hours, please see reception. Please note that our reception staff are not Fitness Instructors and are not able to offer any fitness advice. However, they are first aid trained should you require medical assistance.

Please report any incidents, observations or maintenance issues to reception immediately.

There is CCTV in operation throughout the facility and this will be monitored to safeguard our members.

Panic alarms are available in all changing rooms.

All members use the equipment and facilities entirely at their own risk and the club does not accept responsibility for any harm or injury to any members however caused.

Only our Full, Student, Corporate Membership and Gym Only Package members are permitted to use the club during the above hours.

No guests are allowed and this includes the use of guest passes and the Waterside Plus card.

During the above times, entry will be refused without a valid membership card/band.

Appropriate clothing and shoes must be worn at all times.

Please wipe down all gym equipment after use. Failure to do so could result in your membership being terminated.

Please replace weights after use. Failure to do so could result in your membership being terminated.

Please note that 24-hour access can be withdrawn at any point.

Membership Rules

You are not permitted to bring pets (other than guide dogs) on to the club premises.

You must not consume any food or drink in the club that you have not bought from within the club.

Crockery and glass in any shape or form is not allowed in the club.

Use of photographic equipment is not allowed without approval from the Leisure Club Manager or Leisure Director.

We reserve the right to use any individual or group photographs or movie shots for press or promotional purposes. Where possible we will ask you to sign a use of image form.

Persons who appear to be under the influence of drink or drugs will be asked to leave the club.

Any person whose behaviour is deemed inappropriate by staff, will be requested to leave the club. Any incidents of this nature should be reported to a member of staff immediately.

All equipment, staff and fellow users must be treated with due care and respect.

Appropriate footwear and clothing must be worn at all times whilst in the club.

Please use the lockers provided for your personal belongings.

All lost property found on the premises should be handed into the club reception. No underwear, hair brushes, shampoos, soaps, deodorants or similar products will be kept in lost property; they will be disposed of immediately. All other items will be kept by the club for 14 days and then donated to local charity.

All members must complete a New Member Check Sheet within the first 7 days of their membership. They may then choose to book a Gym Appointment. It is advised that all members wishing to use the fitness rooms and classes should undergo a fitness assessment and a one to one Gym Appointment.

Members and their guests are particularly advised not to undertake strenuous physical activity for which they may be medically unfit.

All members and guests use the equipment and facilities entirely at their own risk and the club do not accept responsibility for any harm or injury to any member or guest however caused.

Members and guests who have any reservations as to their physical condition are advised to have a medical check-up before embarking on any exercise.

The club reserves the right at any time to, and without notice, to remove facilities for maintenance and refurbishments.

The club reserves the right at any time to, and without notice, to set aside facilities for tournaments, exhibitions or other social activities.

Smoking and e-cigarettes are strictly prohibited in all areas of the club a part from the designated smoking area.

The club reserves the right to refuse any person admission to the club without reason.

MEMBERSHIP TERMS

Principle Terms

This agreement commences either:

- If you are on the club's premises, once you have indicated your acceptance in the Declaration section of the web sign up process or during the sign up process over the telephone **OR**
 - If you are not on the club's premises, once you have indicated your acceptance in the Declaration section of the web sign up process and then either entered the clubs premises or after a period of 7 days has elapsed, whichever is earlier **OR**
 - If you are on the club's premises, once you have indicated your acceptance in the Declaration section of the sign up process and indicated you will pay annually
- Your membership starts immediately.

You will be entitled to all the rights and privileges exercisable for the type of Membership chosen.

Fees & Charges

The Joining Fee / Initial Payment or paid in full annual fee is due from you to us, is payable immediately and is not refundable other than in the event of breach or negligence by us.

The Direct Debit Payment Amount is due from you to us. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non-attendance, except where the cancellation terms below are met. See Cancellation section below.

If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay Harlands on demand an administration fee of £25 (which they require to cover their costs of seeking to pursue such payment from you).

You agree to advise us promptly of any change to the members' details provided.

If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

Memberships can be transferred to another person's name for a fee of £45. Subject to T&C's.

Automatic Renewal/Continuation of Direct Debit Payments

Once you have completed the Minimum Number of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days' notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.

You may prevent the Automatic Renewal at any time by giving us written notice

(you should not give us less than 30 days' notice from your next Direct Debit due date). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

Once you have completed the minimum number of Direct Debit Payments you can cancel your automatic renewal by giving us written notice. The notice period is 30 days from your next Direct Debit due date.

After the final payment has been taken you may also cancel your Direct Debit mandate directly with your bank.

Enforcement and Termination

If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining Fee signs an agreement with us and accepts the balance of any remaining Minimum Number of Direct Debit Payments.

We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.

If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund or no further payments.

Cancellation

Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

Long term (over 3 month) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) to the club's Membership Administration Department.

Breach: This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

Freezing

Temporary Illness or Injury: This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) to the club's Membership Administration Department.

If you choose not to use the club facilities for any reason you may suspend your membership. You must however have completed three full months as a member to qualify for suspension. You may suspend for a minimum of one month to a maximum of three months within any period of 12 consecutive months. A monthly fee is charged for each month during the suspension of the membership.

Should a member wish to freeze during their contracted period they may do. The month's frozen for will simply be added to the remainder of their contracted period at the end of the freeze.

Backdated freezes will not be allowed.

Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

A Member who has "frozen" his/her membership will not be allowed access to the club.

Membership Card / Band

A Membership Band will be issued to every member.

Every member must swipe his or her card/band on each visit before proceeding into the club. Any member attending the club without a valid Membership Card/ Band may be asked for proof of identification.

There is a fee (as set out in the relevant, then current, club Price List) for replacement of lost, stolen, or damaged cards or bands. Members must bring their cards/bands for entry/exit. If you do not have your card/band then you will be asked to fill in a form at the reception desk, this way we can ensure you have been recorded correctly on our systems. Failure to bring your card/band 3 times in the same month will result in non-entry to the club until a new card/band is purchased or your card is found.

If you require a new card/band then please see the reception team who will be able to help you.

Membership is only valid for the named member and cannot be used by anyone else.

As such, you may not give your membership card/band to anyone else or allow the card/band to be used by anyone else. If you give your membership card/band to another person, then we may terminate your membership without any refund.

The club reserve the right to refuse entry if a valid membership card/band is not produced on entry of the club. A new card/band will not be issued unless it is purchased for £3.

Should you forget your membership card/band, access to the club will be granted if a forgotten card/band form is completed. These cards must be returned to reception on the day of issue otherwise a £3 charge will be added to your membership which will require payment on your next visit (this will be removed once the temporary card/band is returned).

No access will be allowed during 24-hour access without a valid membership card/band.

In the case of a membership card/band being lost or stolen a charge will be applied to replace the card/band. On termination of membership, for any reason, the member is required to surrender his membership card/band to the club.

Guests & Visitors

Members (over the age of 18) can bring guests to the club upon payment of the guest fee or upon presentation of a valid guest pass or Waterside Plus Card.

Members must accompany their guest at all times if paying a guest fee or using the Waterside Plus Card. This does not apply to the use of a singular guest pass.

Once Children reach the age of 4yrs they will be charged a guest fee at a child rate.

Members must ensure that their guests abide by the rules of the club and accept responsibility for their guest's behaviour.

The club reserves the right to refuse any person admission as a guest to the club without reason.

Equipment

Other than purchased retail products, Waterside property may not be removed from the club, buildings or grounds. Any person who removes, damages or destroys any property of the Leisure Club or Hotel shall be responsible and liable for the replacement or repair of such property at his or her sole expense & shall indemnify the company against any costs or expenses however incurred by the company in repairing or replacing such property. Prosecution will follow in certain cases.

Gym

To promote safe exercise please ask for assistance from the fitness team before performing unfamiliar exercises.

For your comfort, appropriate exercise clothing and shoes should be worn whilst exercising

Please wipe down gym equipment after use.

Please replace weights after use.

We urge all members arrive on time for any appointments with the fitness team or personal trainers.

If you need to cancel an appointment please let the club know with at least 24 hours' notice. Failure to keep an appointment and/or cancelling without adequate notice may result in the club removing your booking privileges.

Children between the ages of 13-15yrs are permitted to use the CV and Functional Areas but must be fully supervised by an adult member aged 18 or above. They are not permitted to use the Resistance Area. Children between the ages of 10-12yrs are permitted to use the Core Area only and must be fully supervised by an adult member aged 18 or above.

CV and Functional Areas

To promote safe exercise please ask for assistance from the Fitness Team before performing unfamiliar exercises.

All adult members can use the CV, Core, Functional and Resistance Areas.

Children between the ages of 13-15yrs can use the CV and Functional Areas but must be fully supervised by an adult member.

Children 12 years and under are not permitted to use CV, Functional and Resistance Areas.

Personal Training & Coaching

Personal training is controlled by Your Personal Training UK Ltd and should be arranged directly with the personal trainer. Personal Training is undertaken by qualified Personal Trainers from Your Personal Training UK Ltd. They are governed by their code of conduct and are insured under their companies' insurance. No other personal training or coaching is permitted unless advanced permission is gained from the Leisure Club Manager.

Studio Classes

Classes can be booked 8 days in advance through our online booking system or at reception.

Maximum class numbers are determined based on the size of studio and the type of class. Once the maximum number is reached no other members will be able to enter the studio.

Failure to turn up to a pre booked class may result in your booking privileges being removed.

If you are unable to attend a pre-booked class, please cancel your booking through our online booking system or contact Waterside reception on 0161 971 7000 before the class is due to start so your place can be re-issued.

The warm up is an important part of the class to reduce the risk of injury, so please arrive on time. Failure to turn 5 minutes before a class start time may result in your place being issued to a member on the waiting list.

Please inform the instructor if you have any injuries or medical conditions, or if your

medical condition changes.

For your comfort and the comfort of others we ask all members to wear correct footwear and unrestricted clothing.

An instructor may ask you to leave a class if you are behaving inappropriately.

Due to unforeseen circumstances it may be necessary for Waterside Leisure Club to change or even cancel a class at short notice. However, we will endeavour to provide as much notice as possible.

Please leave the studio promptly after the class to allow the next class to start on time.

Please do not enter the studio until the class before has finished and exited the area.

Children 5 years and over can attend the classes dedicated to Juniors. Children 13 years old and older may take part in all fitness classes under the supervision of a parent/guardian aged 18 or above.

Waterside Leisure Club require a minimum of 3 participants for a class to take place.

Clothing, sports bags and other personal items are not permitted in the studio, changing rooms and lockers are provided.

Members may use the studio when classes are not taking place, please ensure that all equipment is put back after use.

Behaviour & Dress

Please behave appropriately when in or around the club. Do not use foul, loud, or abusive language; do not act in a threatening manner. Waterside Leisure Club will not tolerate violent or aggressive behaviour.

Waterside Leisure Club may terminate your membership or may refuse you entry into the club, or eject you from the club, if you commit a breach of the club rules, or any other serious misconduct.

All complaints should be communicated to club management, or in writing through the feedback boxes / systems provided in club, or by post to the Leisure Club Manager.

Please dress in suitable clothing whilst in the club. Guidance as to suitable attire may be obtained from the Leisure Club Manager who may, at his/her discretion, require you to leave club premises or part of the club premises, if you are not dressed appropriately.

We would ask members to observe where possible to wear non-court marking shoes, i.e. black soled shoes, in the Studios.

Towels are available to hire from reception. There is a charge for the hire of a towel and it must be returned to the towel bin provided.

Changing Rooms

For the discretion of all our members and guests, children are not permitted to use the changing rooms of the opposite sex once they have reached their 7th birthday.

If a child is tall for his/her age and is under 7 years, it is at our discretion to prevent access into the changing rooms of the opposite sex.

Families with children 7 years or older are encouraged to use the Family Changing facilities

Please look after your valuables. The club cannot accept liability for loss or damage to any property left on this area whether stored in lockers or otherwise.

Please dispose of all litter in the bins provided. Please report the presence of suspicious individuals in the locker room to a member of staff.

Family Changing

Members or guests without children are required to use the single sex changing rooms.

Any members or guests found to be using these facilities without children will be asked to vacate the changing rooms.

Lockers

Lockers are to be used for legitimate purposes only.

Please report any facility problems and/or injuries to the club staff immediately.

Club staff reserve the right to check lockers to resolve safety/security concerns. We will attempt to contact the member should this occur.

You must remove all of your items from the locker when you leave the facility.

Daily lockers sweeps will take place to ensure belongings are not being left and lockers are not being reserved. If necessary, club staff will remove all contents and hold items within lost property.

Swimming Pool, Poolside Spa & Thermal Suites ("The Spa")

Members and their guests use the swimming pool and spa area at their own risk and the club does not accept any responsibility for any harm or injury to any member or guest however caused.

No running or potentially dangerous activity is allowed. Children under 13yrs must be supervised in the pool by an adult aged 18 or over at all times, except while participating in swimming lessons.

If any child vomits or soils within the pool a £75 charge may be enforced for cleaning.

For reasons of health and hygiene, it is mandatory for all members and guests to shower before entering the pool.

Members & guests must correctly wear conventional swimming costumes only.

The pool may be reserved at certain periods for special events in part or as whole. Prior notice will be displayed on the club notice boards.

For Health and Safety reasons mobile phones or any device with camera capabilities are not permitted on poolside.

The pool must not be used for coaching/instructing unless prior approval is given by the Leisure Club Manager or Leisure Director.

Non or weak swimmers (who cannot swim 10m on front and back and cannot tread water for more than 30 seconds) must stay in the shallow areas unless supervised by a qualified instructor.

Non swimmers should wear approved swimming aids, except in an appropriate teaching environment (ask reception or a Lifeguard).

Swimmers (or accompanying adults if under 8) must let pool staff know of any illness or disability that may affect them. This is for your safety as well as the safety of others.

Masks, snorkels and flippers are not allowed in the pool during general swimming sessions.

Outdoor footwear should be removed prior to entering the pool changing/spectator area. Spectators are required to wear the blue shoes covers provided.

Please shower before entering the spa facilities or swimming pool.

You must not run around on poolside.

No balls, floats, or inflatables are permitted in the swimming pool area other than those provided by the Club. Buoyancy aids are permitted.

Children may only use the swimming pool in the dedicated children's swimming lane.

Children under 8 years old must be supervised in the ratio of 1 adult: 2 children.

In the pool an adult can be responsible for a maximum of two children (under 8). You are requested to wear swim attire when in the spa area.

Please do not bring oils, essences or flammable items into the spa areas. Soaps and shampoos must not be used in the spa.

Children under 16 years old may not use the spa facilities.

Expectant mothers should not use the spa after 5 months of pregnancy; consult your doctor for advice.

For your safety and comfort please refrain from stepping on the Spa cover grills.

These facilities are mixed so all members should ensure that swimming costumes or towels are worn in these areas.

Shaving and eating is not permitted in these areas – membership may be terminated immediately.

The use of these facilities is at their own risk and the club does not accept any responsibility for any harm or injury however caused.

For hygiene purposes, towels must be used in the both Saunas for members to sit on.

Liability

The club's liability for damage or loss to member's property is strictly limited to any damage or loss suffered as a result of negligence of the club, its staff or its agents. Without exception the club will not accept liability for the safety of members & guests or their personal property brought onto the club site, unless such property is handed to the club reception & a signed receipt is given (this doesn't include lost property). The club reserves the right, in its absolute discretion, to refuse to store any such personal property of members or guests. Property stored in lockers provided by the club or its agents are stored at the owner's risk and no liability for loss or damage will be accepted by the club. Cars parked in the club car parks or elsewhere on the premises and all the contents in them are left at the owner's risk and the club will not accept any liability for loss or damage in respect thereof. The Club cannot accept any liability for any accident to any member or guest that may occur on the premises or within the grounds of the club other than liability, which may arise from negligence of the club, its staff or its agents.

Any member or guest who suffers an accident on the club premises or in the club grounds must report the accident, and the circumstances under which it occurred, to the Duty Manager immediately following the accident.

Car Parking

The car park is available for members, hotel guests, visitors and employees of Waterside Hotel and Leisure Club. The car park can only be used by Members, guests, and visitors while they are on Club premises. You may not leave your car in our car parks at any other time.

No unauthorised parking is permitted. Unauthorised parking and/or car parked incorrectly may be clamped and a fee may be charged for removal of the clamp.

We cannot accept liability for theft or damage to cars parked in the car park.

Fire Exits

Do not use the fire exit to leave the club unless during an evacuation. Fire exits are alarmed.

YOU SHOULD TAKE TIME TO READ AND UNDERSTAND THE MEMBERSHIP AGREEMENT WHICH INCLUDES THE CLUB RULES BEFORE YOU SIGN BELOW. PLEASE ASK A MEMBER OF THE TEAM IF YOU HAVE ANY QUESTIONS.

MEMBER

Print Name: _____

Signed: _____

Date: _____

ON BEHALF OF WATERSIDE HOTEL & LEISURE CLUB

Name: _____

Signed: _____

Date: _____

The Waterside Hotel & Leisure Club, Wilmslow Road, Didsbury, Manchester, M20 5WZ.

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