



NEW BATH HOTEL & SPA
MATLOCK BATH, MATLOCK

POOL MEMBERSHIP TERMS & CONDITIONS

Welcome to the New Bath Hotel & Spa Swimming Pool Membership programme.

This **Agreement** sets out the Terms & Conditions that apply to the Swimming Pool Membership for use of the outdoor pool at the New Bath Hotel & Spa.

1. Membership Facilities & Fixed Term of Use

The membership programme is available to over 18s, and entitles all paid members to use the outdoor swimming pool facilities at the New Bath Hotel & Spa until 30th April 2020.

The opening hours of the pool vary according to season. The general hours of use (subject to change) are:

- June 2019 – September 2019: 0900 – 1700 hrs.
- October 2019 - February 2020: 0900 – 15:30 hrs.
- March 2020 – April 2020: 0900 – 1700 hrs.

Access to the pool outside of the specified opening times is prohibited, unless the General Manager has provided special prior written consent.

2. Pool Specifications

It is important that all members understand the following key points relating to the pool:

- It is filled directly from a natural thermal spring. For this reason, the temperature of the water is not controlled by the hotel, and cannot be manipulated or adjusted.
- It is currently not treated with any chemicals, and it is not envisaged that this will change before April 2020. If the situation does change (and of course, this is subject to relevant regulations & necessary consents), only a minimal amount of chemicals will be used to treat the pool.
- The pool is over 30m, and thus of very significant size and depth. **It should therefore only be used by experienced and competent swimmers.**
- **The pool may not always be supervised.**

3. Payment & Fees

Membership commences on the date of signing this Agreement, and ends on 30th April 2020.

Full payment must be made at the time of joining the membership programme, and all memberships are non refundable, non transferable, and end on 30th April 2020.

The standard membership price* for the period July 2019 – April 2020 is £300.

The New Bath Hotel & Spa reserves the right to amend the service provided as part of the membership, giving a minimum notice period of 1 month.

**This price may be subject to variation during seasonal / special limited-time promotions*

4. Cancellation of Membership

We may cancel your membership in the following ways:

(i) We may cancel your membership without reason by giving you one month's notice in writing. If this is done, we will refund any fees that you have paid in relation to the period after expiry of the cancellation notice.

(ii) We may also cancel your membership with immediate effect by giving notice in writing if you act in a manner that is deemed unacceptable by Management. For the avoidance of doubt, such actions include (but are not limited to):

- Breaching the conditions of your membership as set out in this Agreement;
- Allowing someone else to use your membership card to gain, or attempt to gain, access to the facilities;
- Offensive or abusive language;
- Risking the safety of yourself or others on the premises; or
- Deliberately damaging any of our equipment or facilities or deliberately failing, or refusing, to follow any instructions given as to their safe and proper use;

5. Closure of Pool

We reserve the right to withdraw all or any part of the pool & changing facilities to carry out routine maintenance and / or cleaning, for pre-booked exhibitions/ private events (although in such cases, we will try to keep one lane open for members where this is practicable), and due to unforeseen circumstances / events beyond our control.

We will try to provide members with advance warning of these closures wherever possible.

Temporary closure won't result in refunds or early cancellation being permitted. Where an unforeseen circumstance results in closure for a period of more than 2 weeks, pro rata refunds will be provided.

6. Entry Process

Members must register their attendance at Reception and present a valid photo ID / membership card on arrival. Failure to do so may result in refusal of entry to the pool.

Memberships (and membership cards) are non-transferable and must only be used by the registered member.

If you require a replacement membership card, this may incur a fee.

7. General Usage Rules

Members must comply with all rules & conditions of use outlined in this Agreement and displayed throughout the pool facilities. We wish to draw your attention also to the following general rules:

- No under 18s are allowed in the pool area under any circumstances.
- Appropriate swimwear should be worn at all times.
- All attempts for the best of hygiene are requested.
- Surfaces in the pool area are always wet, so members must take extra care. Running, jumping and ball games are not permitted.
- Members should not swim if they have just consumed food or drink, or are feeling unwell. We recommend that food should not be consumed within one hour of swimming. No food, alcoholic beverages, or glass may be brought into the pool area.
- Members must bring their own towels and robes.
- Members may use the outdoor changing facility. However use of the spa changing facility is chargeable.
- Members are advised to avoid wearing jewellery during swimming.
- Abuse of staff will not be tolerated.
- We reserve the right to request that any person leaves the pool or an event if the person's conduct falls short of the required standard (in the General Managers reasonable opinion). No refund of fees or any other costs will be made in these circumstances.
- CCTV coverage is recording in many internal and external areas of the premises

8. Health & Safety

Members partake in swimming activities at their own risk. Members are also aware that the pool may not always be supervised.

Members are responsible for their own health and safety and should conduct their activities in a safe manner at all times so as to not impact on the health and safety of themselves or others when on the premises. Members must refer to and familiarise themselves with all poolside notices including the depth of the pool.

Members should consult their General Practitioner and / or specialist medical consultants before starting any exercise programme or activity, and must inform us of any relevant medical conditions at the time of membership registration.

Members must follow pool rules at all times, must take care when in the pool area, and must report any accident or incident immediately to the General Manager.

9. Liability

All members swim at their own risk, and the New Bath Hotel & Spa accepts no responsibility or liability for:

- The loss of, or damage to any property (including but not limited to cars and personal belongings) incurred whilst at the premises;
- Injury, illness or death on its premises unless caused by its own gross negligence.

Our total liability to you is limited to the membership fees you have actually paid for, and we shall not be liable for any loss of enjoyment or wasted expenditure.

10. Data Protection

Any of your personal data will be handled in accordance with relevant regulations and our

internal Data Protection policies. A copy of these policies can be provided on request. Please speak to the General Manager for more information.

11. Miscellaneous Terms

Members must respect all equipment, facilities, furniture, fittings, apparatus and building infrastructure at all times. A member shall pay the cost of any damage caused.

Members wishing to make a complaint or a useful suggestion relating to the operational best practice of the pool must complete a customer feedback form located at the main reception.

Photographs for personal or professional use and publication thereof must not be taken without the prior written consent of the General Manager.

Members are permitted to bring their own drinks into the pool area for the purposes of hydration, however alcohol and food are prohibited.

We reserve the right to dispose of any item of lost property not claimed after 1 month.

We may revise our terms and conditions from time to time (e.g. to keep in line with changes in relevant laws / regulatory requirements, or to reflect changes in our policies and services).

PERSONAL MEMBERSHIP INFORMATION

NAME:

ADDRESS:

EMAIL ADDRESS:

CONTACT NUMBER:

EMERGENCY CONTACT NUMBER (1):

EMERGENCY CONTACT NUMBER (2):

RELEVANT MEDICAL CONDITIONS (INC DETAILS OF MEDICATIONS & GP):

I CONFIRM THAT I AM A COMPETENT & EXPERIENCED SWIMMER, AND UNDERSTAND THAT THE POOL MAY NOT ALWAYS BE SUPERVISED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS & CONDITIONS SET OUT IN THIS AGREEMENT, AND AGREE TO BE BOUND BY THEM.

SIGNED: _____

DATE: _____

SIGNED: _____

On behalf of the New Bath Hotel & Spa