Terms & Conditions of Spa Membership

Membership Application & Payment Options

This agreement is between yourself – the member – and Daniel Thwaites PLC – the company. To become a member of the Spa, you must complete a Membership Application and Agreement. You will need to provide a form of identification, proof of address and be asked to have a photograph taken. Your data will be stored and used in accordance with GDPR compliance. For full details of our privacy policy, please refer to our website: thwaites.co.uk/privacy-policy/

- The Spa has the right to reject any application without giving any reason for doing so; in such cases any monies will be immediately refunded.
- You must advise us immediately of any change of personal details.
- The Spa reserves the right to offer short term memberships.
- Commencement of membership will be from the date of payment of the annual admin fee. These conditions must be met before the new member is allowed to use the facilities.
- The admin fee is non-refundable under any circumstances.
- Payments may be made by monthly direct debit payable in advance. You will be required to complete a direct debit form available from the Spa, and you are obliged to make the minimum number of payments in line with your membership agreement.
- You will be asked to complete a medical PARQ (Physical Activity Readiness Questionnaire) upon joining the Spa and prior to taking part in any physical activities.
- Membership may be withdrawn at any time at the discretion of the General Manager.
- Membership of a specific Spa entitles the member to use other company Spa facilities. Please arrange with your own Spa Manager.
- Full details of membership types and tariff are set out on the Spa tariff and are reviewed annually.
- On an annual basis all Membership rates may automatically increase. If your membership rates are due to be increased by more than 5%, we will give at least 30 days written notice of the change. If paying annually, your membership fees will not change until your membership is renewed, however we reserve the right to change the offering without consultation.
- Spa facilities may need to be closed temporarily for maintenance and refurbishment, refunds will not be considered under such circumstances.
- Membership types are offered on either a monthly or annual Membership, please refer to our website to see the options available, unless stated otherwise at individual hotels.

Membership Agreement & Cancellation Policy

- If joining on a contract, you are committed to remain a Spa member for the duration of this agreement, unless your membership fees are increased by more than 5% (see membership Application and Payment Options)
- If joining on an annual payment option, all payments are strictly non-refundable although can be transferred to friends or family upon payment of the admin fee.
- 30 day cancellation notice is required to cancel your membership subscription. If the notification of cancellation falls outside of one full calendar month, the notice will begin from the 1st of the month after we have received your notice.
- If you wish to cancel – we require a cancellation letter/email which must be addressed to the Spa Manager who will complete a cancellation form with you. Telephone or verbal cancellations will not be accepted.
- Upon completion of your membership cancellation, the Spa Manager will provide you with a confirmation letter, which you should retain as a proof of cancellation.
- Your subscription can be cancelled at the end of your contract by giving us a minimum of 30 days notice in writing.
- If the financial Terms and Conditions of membership are broken, outstanding monies must be paid direct to the Spa within 30 days of the initial notification.
- Failure to pay any amount due under a membership agreement for a period of more than 30 days, may result in the company passing any outstanding debt to a third party company for collection. Please note – the reasonable costs (up to 30% of any outstanding payment) incurred in employing a third party company will be borne by you including costs of tracing you should you have changed your address without informing us.

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Membership Agreement & Cancellation Policy (Continued)

- Direct debit members will automatically have their membership renewed - annual members will be contacted to renew their memberships by letter/email.
- Refunds relating to non-attendance will not be considered.
- A membership freeze option of £10 per month may be available for long term illness, although these are at the discretion of the Spa Manager on presentation of a doctor's note.
- Membership freezes for any other reasons will be considered for a fee of £25 p/m, but is strictly for a minimum of one and a maximum of three months in any 12 month period.
- Requests for refunds or extensions post illness will not be considered.
- An administration fee is applicable on all membership options at a fee of £10 per membership. If your membership is cancelled and you wish to rejoin the spa, the administration fee is required to reinstate.

Important – Use of Your Information

The information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are linked financially. Read the Use of Associated Records below before you sign. We may instruct a third party company to search your records at Credit Reference Agencies who will add a 'Footprint' of this search to their record about you. This 'Footprint' will not be seen by other organizations that make searches. This and other information about you and those with whom you are linked financially may be used to make decisions about credit and credit related services such as insurance for you and members of your household, trace debtors and recover debt. Please telephone us on 01254 686868 if you want details of those Credit Reference Agencies from whom we obtain information about you. You have a legal right to these details. You have the right to receive a copy of the information we hold about you if you apply to us in writing.

Use of Associated Records

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to 'associated' records. Please refer to the Spa website for full details on our Premium and Club Membership, Spa members Discount.

Pool/Whirlpool & Wet-side Facilities

Full instructions for use of the pool, whirlpool, sauna and steam room are displayed in view of the facilities, but please remember for health and safety reasons:

- Members and their guests must shower before entering, and in between use of the wet-side facilities.
- The whirlpool operates on an ON/OFF cycle – please vacate the whirlpool during the rest interval.
- Do not use the Whirlpool, Sauna and Steam Room if you are pregnant.
- Running, jumping and diving is not permitted in the swimming pool.

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Fitness Facilities

- It is the responsibility of members and guests to check that they are in an appropriate state of health to undertake exercise. Members must report any medical condition or injury to staff and should check with their doctor if taking any medication.
- Members must not undertake physical/strenuous exercise in the gymnasium or activity studio unless they have completed a PARQ (Physical Activity Readiness Questionnaire).
- If your medical circumstances change, you have a responsibility to inform the Spa Manager prior to using the fitness facilities.
- Qualified staff are present to design exercise programmes and demonstrate correct use of the equipment. Members are advised to follow the programme designed for them by the team.
- The owner shall not be liable for the consequences of any user who does not follow the instructions.
- All users of the fitness facilities must wear appropriate footwear and clothing.
- You are responsible for monitoring your own health and physical condition. If you suffer any unusual symptoms, you must immediately stop your activity and inform a member of staff.
- We reserve the right to change or rename classes from the timetable without notice.

Guests

- Members are entitled to be accompanied by no more than two guests and are responsible for payment of the appropriate charges on entering the Spa and must complete a registration form at the reception desk, prior to using the facilities.
- The Spa has the right to refuse admission.
- Members are responsible for the conduct of their guests whilst on the Spa's premises, and must ensure that their guests comply with the Spa's terms and conditions of membership.

Children

Members must ensure that their children do not enter the facilities except in accordance with the following rules:

- The Child access times will be detailed on the Spa Tariff. These hours may vary during bank holidays and half term, which will be communicated in the Spa with a reasonable notice period.
- No children under the age of 14 years to be admitted to the facilities unless accompanied by an adult who is responsible for the conduct and safety of the child throughout their visit.
- Children under the age of 14 years are not allowed to use the swimming pool or enter the sauna, steam room or whirlpool, unless accompanied by a responsible adult.
- Children under the age of 14 years are not allowed to enter the gymnasium or Activity Studio.
- Children under 8 may not use the whirlpool, sauna and steam room.
- Children aged 8+ years must change in the same sex changing rooms

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Security & Safety

- Instructions for all facilities are posted in plain view and must be complied with at all times. The owner shall not be liable for the consequences of a user failing to follow such instructions.
- There are planned procedures for all emergencies, please follow the instructions of the Spa team.
- Members are advised not to use the Spa whilst under the influence of alcohol, but are asked to be responsible when consuming alcohol by the pool.
- Members and their guests are advised in the interest of security not to leave money or valuables in the Spa. The owner does not accept liability for loss or damage to personal property of those using the Spa facilities.
- Property left in the Spa will be collected each evening and kept for a maximum of one month. Thereafter, the owner of the Spa will be at liberty to dispose of property not reclaimed in such a manner as it thinks fit.
- By their membership, members accept and agree to be bound by the terms and conditions of the Spa.
- Members and their guests use the facilities at their own risk. It is the responsibility of those using the facilities to ensure that they are fit and healthy to do so.
- The owner and its employees will not be liable in any way for the loss or damage to the property of members or guests, or for personal injury to, or death of any member or guest, except to the extent that such personal injury or death arises from the wilful act, neglect or default of the owner or any of its employees or agents.
- Please use the Spa designated car parking area. Parking is free of charge. Cars parked on the hotel premises and all contents are left at members' own risk.

Miscellaneous

- Residents of the hotel have full use of the Spa and as such their children can use the Spa in conjunction with specific child access times.
- Only food and drink supplied by the Spa may be consumed on the premises.
- Please respect the relaxation time and privacy of other members.

Membership Benefits

These benefits are available to eligible spa members whose membership is live at the time of booking and purchase. Your Trybe Profile must be shown when requested to confirm your membership status. All benefits are subject to availability and may vary by hotel, outlet or event.

Restaurant & Bar Discount

- All members receive 15% off in participating restaurants, bars and pubs within Thwaites hotels, where available.
- Available at the Restaurant, Bar and Parsons/Black Sheep, subject to availability.
- The discount is available Monday to Sunday, subject to availability.
- The discount may be used by the member themselves and up to three guests.
- Proof of membership is required. Members must show their Trybe profile on their mobile to validate membership when requesting the discount.
- Restaurant and bar discounts are only available at Thwaites Hotels, excluding Langdale Chase. This discount is not available at Thwaites Inns or pubs.

Terms & Conditions of Spa Membership

Membership Benefits (Continued)

Hotel Stay Discount

- All bookings are subject to availability. The hotel stay discount is the rate shown in the members benefit book and cannot be used in conjunction with any other offer and excludes Langdale Chase.
- All bedroom bookings are subject to availability and are limited to a maximum of two rooms. The spa member must be part of the travelling party and must check in at the hotel.
- Bedroom discount can only be booked online using the links provided in the members' benefit book
- A credit card will be required to guarantee reservation.
- A 3pm cancellation deadline applies on the day before arrival. Cancellations made after this time will be charged at 100% of the first night's stay.
- Hotel stay discounts are subject to availability at the time of booking.
- Your spa membership profile must be presented at check-in. If it is not presented, the discount will be removed, and the room rate will revert to the best available rate for that night.

Hotel Social Events Discount

- Members can receive up to 15% off eligible hotel social events advertised on the hotels events page on their website.
- The discount can be applied to up to four tickets, provided the member is included in the booking party.
- The discount is available for Christmas party nights and festive dining. Excluding Christmas Eve, Christmas Day, Boxing Day, New Years Eve and New Years Day.
- The discount excludes Christmas and new year residential packages.

Lifestyle Membership

Lifestyle Memberships are subject to a minimum 12-month contractual commitment. All standard Terms & Conditions, including those outlined in the Membership Agreement and Cancellation Policy, apply and remain fully valid throughout the membership term.

Lifestyle Membership Benefits & Access

Your spa access, member discount of 25%, and guest passes will be available from the first day of your active membership. Complimentary membership benefits will be released as follows:

- One complimentary treatment after completing 3 months of membership.
- One complimentary treatment after completing 6 months of membership.
- One complimentary dinner after completing 6 months of membership.
- One complimentary overnight stay after completing 9 months of membership.

All benefits are subject to the membership terms and conditions and must be redeemed within the validity period specified at the time of issue.

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Lifestyle Membership Discount & Benefit Terms

Your 25% Lifestyle Membership discount is available on food, beverage and accommodation purchases. The following terms and conditions apply:

- Your Lifestyle Membership must be in active (LIVE) status to qualify for membership discounts and benefits.
- All bookings are subject to availability and discounts cannot be used in conjunction with any other offer, promotion or discount.
- Your Lifestyle Membership profile must be presented as proof of membership for discounts to be applied.
- A maximum of two hotel rooms per membership may be booked on any one day, subject to availability. The member must be part of the travelling party.
- Restaurant reservations must be pre-booked, up to a maximum of four weeks in advance.
- Membership discounts cannot be used when attending hotel functions or events where bar facilities are provided, unless agreed in advance by the Hotel General Manager.
- Members may use their discount when entertaining up to three guests, allowing a maximum party size of six people, including the member. Any additional guests will be charged at the full applicable rate.
- The Lifestyle Membership discount cannot be applied to Spa Membership payments.
- The Lifestyle Membership discount cannot be used for Spa Treatment bookings on Saturdays.
- Membership discounts do not apply at Thwaites Inns, Thwaites Pubs or Langdale Chase.
- A valid credit card is required to guarantee all accommodation reservations.
- Accommodation bookings are subject to a 10:00am cancellation policy on the day of arrival. Failure to cancel before this time will result in 100% of the first night's stay being charged.

Complimentary Benefit Terms

- Two complimentary taster treatments must be pre-booked, are subject to availability and may only be redeemed Monday to Friday.
- Twelve complimentary guest passes must be pre-booked and are subject to availability.
- The Sunday Night Getaway for Two is available exclusively at Aztec Hotel & Spa, must be pre-booked and is subject to availability.
- The complimentary dinner for two includes an allowance of £35 per person. Any spend above this value must be paid for by the member. Reservations must be pre-booked and are subject to availability.
- All benefits, discounts and complimentary inclusions are non-transferable, have no cash value and are subject to the full Lifestyle Membership Terms and Conditions.