

THE CLEARING SPA MEMBERSHIP – TERMS AND CONDITIONS

1. Introductions and Definitions “The owner” The Cornwall Hotel & Spa Limited, a company incorporated in England and Wales under registered number 05758453, registered address 33-35 High Street, Shirehampton, Bristol, BS11 0DX. “The club” means The Clearing Spa. “Member” means the person for whom the club has agreed to provide the Services in accordance with these Terms. A member must be aged 18 or over. “Contract” means the contract for the provision of the services including these Terms as appropriate. “Rules” means these terms and conditions and all other rules and regulations made by the owner; which are applicable to the membership of the club. “Annual” means the period of membership ending 12 months from the start of the membership.

2. Contract Acceptance of this application by the club constitutes a contract relating to membership of the club between the owners and the applicant for membership subject to these terms and conditions. Membership of the club is conditional upon the observance of these rules. The rules are designed to ensure that members have a safe and enjoyable experience on every visit to the club. These terms and conditions, together with the Pre-Exercise Questionnaire and Disclaimer if applicable make up the whole contract between us. It is important that you read and understand all of these documents and are happy with the information in them before you use the Leisure Club. If you do not have any of these documents, please ask us and we will give them to you. All leisure contracts are for an initial period of 12 months. Memberships may not be cancelled during the initial 12 month period of the contract, with the exception of long –term illness or injury, or redundancy. One month’s notice is required in writing, together with supporting evidence.

3. Membership The club reserves the right to reject an application for membership or refuse admission without ascribing any reason. Membership of the club entitles the member to use all the leisure facilities during operating hours, which are Monday–Friday 7.00am–9.00pm, Saturdays 7.00am–8.00pm, Sundays 7.00am–7.00 pm. Only adults (over 18) may use the pool or spa between 7.00am–9.00am and between 7.00pm–9.00pm, or such other hours that may be displayed at the Leisure Facilities.

4. Membership Card On acceptance of an application, all members will be provided with a membership card, which will remain the property of the owner, and upon termination of membership will be returnable to the owner on demand. This card must be produced on entry to the club. Membership cards are not transferable. If a member loses their card they must notify the club immediately, and a replacement card purchased. The card also entitles the member to a 10% discount on food and beverage purchases in The Arboretum Restaurant and Acorns, Meetings or Events and Accommodation so long as the card holder is present. All bookings are subject to availability and are not available against any special events, offers or packages

5. Membership Fees The membership subscription shall be fixed by the owner and shall be payable annually in advance or in instalments by direct debit. The owner may vary the subscription from time to time, and members shall be notified of any variations in the subscriptions prior to the date of their annual renewal. The joining fee is payable in full on commencement of the membership. Membership shall be renewed by payment to the owner of the annual subscription in force on the expiry of the current membership term, which falls on the anniversary of the joining date. The owner has the absolute right to terminate, without prior written notice, the membership of any member if membership fees go into arrears in excess of 30 days. Joining fees and subscription fees are inclusive of value added tax and are not refundable. Direct debit membership fees are collected on 1st working day of each month.

6. Suspending a Membership Once a member has completed three full calendar months of membership, they may suspend their membership on the following grounds: Proven medical grounds (for serious illness, injury or pregnancy) – an application to suspend must be made in writing giving one calendar month’s notice, together with proof from a medical professional. Working away (out of county) – an application to suspend must be made in writing giving one calendar month’s notice, together with supporting evidence from the employer. For direct debit members, the direct debit mandate should not be cancelled during the period of suspension. Membership may be suspended for a minimum of two months and a maximum of six months. For annual membership, no refund will be issued, however the expiry date will be extended accordingly. Requests to suspend cannot be backdated under any circumstances. Periods of suspension cannot start or finish part way through a month. During a period of suspension, members will not be allowed to use the leisure facilities; however they may continue to use their membership card to purchase food & beverages.

7. Cancellation Policy Once a member has completed their initial 12 month contract they may cancel their membership at any time by giving one full calendar month's notice in writing, or by email. For cancellation letters, it is recommended that they are sent via recorded delivery to The Membership Administrator, The Cornwall Hotel and Spa Limited, Pentewan Road, Tregorrick, St Austell, Cornwall PL26 7AB. Emails should be sent to finance@thecornwall.com. Should a member not receive an acknowledgement of their cancellation within 7 working days, they should contact the club immediately. Upon leaving, members who have been paying by direct debit are responsible for contacting their bank and cancelling their direct debit mandate. The owner may terminate the membership immediately, at any time, in the event of a member breaching the club rules. The owner also reserves the right to refuse admission and/or cancel membership forthwith if any member shall, in the opinion of the club, causes a nuisance or annoyance to other users of the club. No joining or membership fee paid shall be refundable.

8. Leisure Club Facilities Prior to the first time of using any of the facilities, at The Clearing Spa all members are required to complete a Pre-Exercise Questionnaire. The club may request further assurances from the member's GP for certain medical conditions, to confirm that it is safe for the member to use the facilities. Members should notify a fitness instructor if they have any changes to their health or become pregnant, in order to receive guidance on possible changes to their exercise regime.

9. Gymnasium All members are required to have a gym induction prior to using the equipment, followed by a gym programme. These need to be booked in advance. Members should not use any equipment they are unfamiliar with, but should seek advice from a fitness instructor. Use of the gymnasium is restricted to members over the age of 16. Appropriate clothing and footwear must be worn at all times. Failure to comply will result in the member being asked to leave the gymnasium.

10. Wet Area Facilities Members, their guests, and residents use the wet facilities at their own risk. No running, jumping or diving in the pool is allowed. The use of inflatable's and snorkelling equipment are prohibited. Members should adhere to all safety signs on display in the wet areas. An adult must accompany children under 16 in the wet area, one adult to two children ratio. Children under 16 are not permitted in the steam room or spa for health and safety reasons. It is requested that all wet area users shower before entering the pool or spa.

11. Tennis Courts The tennis courts are currently under construction, but will be incorporated into the facilities available to members as part of their membership entitlement once they have been completed. Once open, members will be required to comply with dress codes and to wear suitable foot wear.

12. Hotel & Woodland Home Guests and Members' Guests Guests and Members may introduce guests to the club subject to availability. They must be signed in at the club reception, complete a Pre-Exercise Questionnaire and Disclaimer if applicable, and pay the appropriate guest fee. If the guest wishes to use the gymnasium equipment they must receive a gym induction or if not, sign the disclaimer form to this effect. Only adult members may sign in guests. Members must ensure that their guests abide by the rules of the club, and accept responsibility for their guest's behaviour.

13. General Members, guests and visitors are asked to wear a form of dress appropriate to the time of day and place on all occasions. The wearing of swim wear outside of the wet area is not acceptable. Crockery and glass must not be taken in the gymnasium, wet areas or changing rooms. Pets are not permitted in the club. Smoking is not permitted in the club or the grounds, apart from in designated smoking areas. The use of cameras, videos or audio equipment is not permitted in the club without the prior approval of the owner. All lost property found on the premises should be handed in to the club reception. Lost property will be disposed of after one month. The use of mobile phones is prohibited in the gymnasium, wet areas, and treatment areas. Please respect other users of the club.

14. Liability The owner's liability for damage or loss to members' or guests' property is strictly limited to any damage or loss suffered as a result of the wilful negligence of the owner, its staff or its authorised agents. With this exception the owner will not accept liability for the safety of members' or guests' personal property brought onto the club site. Property stored in lockers provided at the club is stored at members' risk and the owner will accept no liability whatsoever. Cars parked in the club car parks or elsewhere on the premises of the club and all contents in them, are left on the site of the club at the members' risk and the owner will accept no liability whatsoever in respect of them. The owner is not liable for any accident or injury 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 the wilful negligence of the owner, staff or authorised agents. Any member or guest who suffers an accident or injury on the club premises or in the club grounds must report the accident or injury, and the circumstances under which it occurred, to the duty manager immediately following the accident.

15. Complaints If you have a complaint, please contact the Duty Manager via reception, or alternatively contact the General Manager of The Cornwall Hotel Spa and Estate, Pentewan Road, Tregorrick, St Austell, Cornwall PL26 7AB.

16. Rules By their membership, members accept and agree to be bound by the rules of the club. The owner reserves the right to amend the rules at any time and without notice to individual members. Notification of any such change will be posted on the club notice board.