



DUNKELD

HOUSE HOTEL

DUNKELD HOUSE HOTEL HEALTH CLUB – TERMS AND CONDITIONS

-DEFINITIONS

1. *Application Form*: The membership application, direct debit instruction, membership policy, and membership tariff.
2. *The Club*: Dunkeld House Hotel and Health Club.
3. *The Club Rules*: The terms and conditions set out in sections below, together with any other conditions stated on the application form or additional club rules required by law or statute, as amended from time to time.
4. *Fees*: Payments made by members in connection with their membership. The Club reserves the right to change the level of fees from time to time. The fees include:
5. *Guest User Fee*: A charge set by the Club's management for guests of members who wish to visit the Club and use the facilities.
6. *Initial Subscription Fee*: A payment made by an applicant upon joining the Club, varying according to the category of membership. Payment can be made in full or by an approved payment scheme.
7. *Monthly Membership Fees*: Payments made by members for use of the Club's facilities according to their membership category, paid monthly in advance by direct debit from a designated bank account.
8. *Other Fees*: Charges for sales of goods at the Club and additional services such as hair and beauty therapy, tanning, bar/restaurant, and other services.
9. *Membership Categories*: The different membership types the Club offers, as detailed in the membership policy.
10. *Members*: Individuals who have applied to and been accepted by the Club to use the facilities in accordance with the Club Rules. All members must be at least 16 years old. Individuals aged 16 or 17 years must have a parent or guardian to sign the agreement on their behalf. As a member, you are entitled to full use of all the Club's facilities during our opening hours.
11. *Minimum Notice Period*: Written notice of various circumstances (e.g., cancellation of membership) must be received by the Club no later than the first day of the month before the month in which the circumstance is due to occur. For example, if you wish to cancel your membership on April 1st, notice must be received by March 1st.

-ABOUT THE CLUB

1. *Operation*: The Club's principal objective is to provide health and leisure facilities for members. The Club has appointed a management team to run it on a day-to-day basis in accordance with the Club Rules.
2. *Amendments to Rules*: The Club's management team may amend the Club Rules to ensure the health and safety of members. Temporary amendments will be displayed in the Club reception area. Permanent changes will be made with at least one month's notice to members. If you do not accept the proposed changes, you may cancel your membership by giving notice in accordance with the Minimum Notice Period. Fees and Refunds: All fees belong to the Club. Refunds of fees will only be given as stated in these rules. The initial subscription fee is non-refundable, even upon cancellation of membership.
3. *Agreement*: By signing the application form, you agree to:
4. *Pay the Club's fees*; and comply with the Club Rules.
5. *Transfer of Ownership*: The Club reserves the right to sell or transfer the ownership of the Club or its benefits to another person, firm, or company at any time without notice to members. However, if this transfer results in changes to the Club Rules, these will only be made after providing at least one month's notice to members, who will have the same rights.

-ABOUT YOUR MEMBERSHIP

1. *Updating Information*: Please inform the Club in writing of any changes to your name, membership category, address, telephone number, or method of payment, by providing the Minimum Notice Period.
2. *12-Month Contract*: Membership is subject to a 12-month minimum contract. Membership will automatically roll over after the initial 12 months. It is your responsibility to cancel your membership if you do not wish to continue.
3. *Termination by the Club*: The Club may terminate your membership:
4. Without notice if you repeatedly or seriously breach the Club Rules.
5. With at least 7 days' written notice if you fail to pay fees owed to the Club within 7 days of the due date.

-YOUR MEMBERSHIP CARD

1. *Issuance*: Upon joining the Club, if applicable, you will be issued a membership card. This card must be presented to staff at reception each time you visit the Club.
2. *Non-Transferable*: Membership is personal to you and cannot be transferred or assigned to another person. Your membership card cannot be lent to anyone else. If you do so, the Club may terminate your membership.
3. *Proof of Identity*: If you wish to enter the Club without a valid membership card, the Club reserves the right to refuse admission unless alternative satisfactory proof of identity is provided. Repeated failure to bring your membership card may result in denied entry.

-OUR FEES

1. *Fee Structure*: The Club sets the level of fees, which will be displayed in the Club's reception area. Charges for bar and restaurant services will be displayed in their respective areas.
2. *Payment of Fees*: Once the initial subscription fee is paid, your membership will continue as long as monthly membership fees are paid. If you stop paying the monthly fees, your membership will be terminated, and the initial subscription fee will not be refunded.
3. *Facility Repair or Removal*: If a facility such as the swimming pool or gym is unavailable due to repairs or upgrades for more than 30 consecutive days, you will receive a pro-rated credit against your monthly membership fee for the following month. This clause does not apply to temporary breakdowns or lack of availability of other equipment, or facilities not specified.

-PAYING YOUR FEES

1. *Payment:* Membership fees must be paid in advance or by direct debit for the relevant period.
2. *Termination by the Club:* If your membership is terminated by the Club, any unpaid fees must be settled in full. This includes any amounts outstanding under an Approved Payment Scheme.

-CANCELLATION BY YOU

1. *Procedure:* To cancel your membership, you must:
2. Send written notice to the Club in accordance with the Minimum Notice Period (1 month); and pay any fees due up to the date of cancellation (including any amount outstanding under an Approved Payment Scheme), less any sums owed to you. No partial refund of monthly or advance membership fees will be given for cancellations partway through a month or year; and cancel any direct debit with your bank.

-YOUR GUESTS

1. *Guest Policy:* You may bring up to 2 guests to the Club. They must complete a guest pass at reception and pay the guest fee. Additional guests may visit the Club with prior approval from management.
2. *Member Responsibility:* You must accompany your guests during their visit and ensure they comply with the Club Rules.
3. *Guest Privileges:* Your guests will have the same privileges as you during their visit.
4. *Guest Restrictions:* Guest admission may be restricted during peak times. Please check before bringing guests to ensure admittance.
5. *Right of Refusal:* The Club reserves the right to refuse admission to a guest for health and safety reasons or non-compliance with the Club Rules.

-YOUR CHILDREN

1. *Supervision:* Children must be always accompanied and supervised by an adult member. Appropriate sports clothing must be worn.
2. *Facility Use:* Children are only permitted to use designated facilities as indicated by the Club. Children's hours are detailed in the membership tariff.

-CONDUCT

1. *Dress Code:* Appropriate clean clothes, shoes, and trainers must be worn when using gym equipment. Trainers are required during exercise classes unless otherwise authorized by the instructor.
2. *Hygiene:* You must shower before entering the pool, whirlpool, steam room, or sauna.
3. *Prohibited Behavior:* You and your guests must not:
4. Abuse the equipment or facilities. Any damage caused must be paid for by the person responsible.
5. Engage in disorderly, violent, or rude behavior that may cause offense or distress to others. Such behavior is a serious breach of the Club Rules.
6. Smoke anywhere in the Club.
7. Bring or consume alcohol, narcotics, or other substances into the Club. The Club reserves the right to refuse admission or ask you to leave if you or your guest violate these rules.

-DISCLAIMER

1. *Insurance Coverage:* The Club, its agents, and employees are insured against death or injury caused by negligence. However, the Club is not insured for any loss or injury caused by your negligence. If you incur costs, damages, or expenses due to breaching health & safety rules or the Club Rules, you may be held liable.
2. *Property Loss:* The Club is not insured for, and therefore cannot accept liability for, any loss, damage, or theft of your personal property or that of your guests while on the Club premises.
3. *Health and Safety:* All users must read and comply with health and safety notices posted in the Club, particularly in the sauna, steam room, and whirlpool areas.

-OTHER

1. **Club Rights:** The Club reserves the right to:
2. Vary, revoke, or add to these rules. If you are unhappy with any proposed changes.
3. Alter the Club's operating hours or peak times, with at least one month's notice.
4. Temporarily adjust facility availability for cleaning, repairs, maintenance, special functions, or holidays.
5. Refuse to rebook services if you repeatedly cancel or fail to attend appointments with less than 24 hours' notice.
6. Show potential members the facilities and allow trial use.
7. Use individual or group photographs of members and guests for promotional purposes.
8. Change membership fees. If you are unhappy with any fee changes.
9. Close the Club and move to a new location. If you are unhappy with the change.
10. **Reservations:** Reservations for services and exercise programs can be made up to one week in advance. You must provide 24 hours' notice to cancel a reservation. Failure to do so may result in a charge for the full service or program.



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