



## Membership Rules

Terms and Conditions of membership entitle an individual to use of the facilities of Kings Premier Health Club, Kings Road, St Peter Port, Guernsey operated by Kings Life Limited (hereinafter referred to as 'the Club') subject to the conditions of their chosen membership category, subscription charges and availability. The subscription charges are in addition to the joining fee and can be obtained from Reception.

All members agree to follow the Terms and Conditions upon signing to join the Club, and the Club reserves the right to change the Terms and Conditions at any time, posting details of such changes on the Club's notice boards located at Reception.

### **1.0 Club Access**

- 1.1 The Club is open from 6:30am - 10:00pm Monday to Thursday, 6.30am – 8:00pm Friday and 8:00am – 6:00pm on Saturday and Sunday.
- 1.2 The Club is closed Christmas Day, Boxing Day and New Year's Day.
- 1.3 The Club reserves the right to change opening times and hours will be restricted during bank holidays.
- 1.4 Off Peak membership access is only permitted between 10:00am – 15:00pm, and 8:00pm – 10:00pm Monday to Thursday, 10:00am – 15:00pm Friday and 1:00pm – 6:00pm on Saturday and Sunday.

### **2.0 Conditions of Membership**

- 2.1 In the event of a membership being paid monthly by Direct Debit and lapsing for more than one month the member may incur an administration charge and have to reapply for membership, which will be subject to availability at that time.
- 2.2 Membership cards will be issued to all adult members and must be presented upon arrival at the club. Any card knowingly being used by a person other than the authorised member may result in cancellation of the authorised user's membership without a refund of the fees already paid. Replacement of a lost card or failure to produce a valid membership will result in a charge.
- 2.3 All lost cards must be reported to reception immediately. Membership cards remain the Property of the Club and must be returned to the Club upon termination of membership.
- 2.4 Memberships are not transferable.
- 2.5 All charges are subject to change without notice from time to time.
- 2.6 Subscriptions may be paid either in the form of an annual lump sum payment or monthly Direct Debit payments.
- 2.7 Short term memberships are payable in advance and valid for the stated time period. Breaks within the stated period are not accepted.
- 2.8 The Club reserves the right at any time to refuse application for admission, to cancel or suspend the rights of admission of any member or refuse admission for a guest or a member where there are reasonable grounds for doing so.

- 2.9 Members cannot cancel their subscription payments during the initial 12 months unless under extreme circumstances and by prior written agreement with the Club.
- 2.10 Members may terminate the commitment to pay subscriptions at any time after the completion of their initial twelve months by giving Kings Life Limited not less than 3 full months' notice in writing.
- 2.11 Member's are responsible for ensuring their guests are aware of and adhere to all these Membership Rules and any notices displayed at the Club. The member's right of admission may be suspended or cancelled if their guest's behaviour is unreasonable, or if the guest fails to adhere to these Membership Rules or notices displayed at the Club.
- 2.12 Members will only be allowed to use the gym facilities once they have completed a 'PAR-Q' Form (available from Reception).
- 2.13 Only qualified professionals of the Club are permitted to coach or train any persons on Club premises.
- 2.14 The Club reserves the right to amend or replace any of these Membership Rules or Terms and Conditions of Membership from time to time.
- 2.15 Members must give written notice to the Club of any changes of address. Failing such notice, all communications shall be presumed to have been received within 5 days of the postmarked date.

### **3.0 General**

- 3.1 The Club Management shall be entitled, without prior notice, to vary the opening times of the Club facilities.
- 3.2 The Club Management has the right to refuse entry onto the Club premises (including the car park) of any persons whose behaviour or appearance is deemed unsuitable.
- 3.3 It is the members' responsibility to read information on the notice boards and adhere to any notices displayed at the Club.
- 3.4 Members must show consideration for one another and club staff, in, and around the Club. Profane or abusive language or violence of any nature will not be tolerated and the Club reserves the right to cancel membership at its discretion.
- 3.5 Appropriate clothing and footwear should be worn at all times.
- 3.6 Pets are not permitted on the Club premises with the exception of dogs for the visually impaired or those hard of hearing.
- 3.7 Use of drugs, including performance enhancing substances, is strictly prohibited. Members who appear under the influence of drugs will be asked to leave and their membership will be instantly cancelled without refund. The Club reserves the right to confiscate the substances and contact the police.
- 3.8 Alcohol may be consumed within the bar area and in designated areas. Alcohol may not be brought onto the premises and members who appear under the influence of alcohol may be asked to leave and their membership may be cancelled without refund at the discretion of the Club.
- 3.9 Smoking is only permitted on the Club's premises in the designated smoking area. Outside of this area smoking is strictly prohibited.
- 3.10 Cameras, video cameras and camera phones must be not used on the Club premises without the written permission of a Club Director or the Club

- Manager. Under no circumstances are cameras, video cameras or camera phones to be taken into changing areas.
- 3.11 The Club reserves the right to exclusively book areas of the Club for tournaments, exhibitions and other social activities. Please see notice boards for details.
  - 3.12 Each member accepts that they enter into any activity at the Club and use the facilities at the Club and the equipment of the Club entirely at their own risk. The member further accepts that in the absence of negligence on the part of the Club they will hold harmless the Club, its health and fitness specialists, instructors or other employees, servant or agent (including any independent contractor) from all damages, claims or liabilities resulting from, but not limited to, injury or death incurred, or arising from any activity undertaken at the Club premises.
  - 3.13 The Club cannot take responsibility for the loss of any money or personal properties of members or guests, however caused. The Club is not responsible for the loss or damage to members or guests vehicles whilst on Club property, however caused.
  - 3.14 Admission to the pools may be reserved at certain periods for adults only or for swimming lessons, etc. Please see the notice boards for details.
  - 3.15 The Club is not responsible for the contents of any lockers. All bags must be kept in lockers and should not be taken into the fitness areas. Members and Guests must ensure that the contents of lockers are removed at the end of their visit. The Club reserves the right to remove contents from any locker, or items left on the Clubs premises, such items then being subject to the Club's Lost Property Policy.
  - 3.16 Members and guests shall obey any posted signs.
  - 3.17 All payments for ancillary products and services must be made at Reception. It is not permitted to pay Club employees directly.
  - 3.18 The Club may at any time close the Club's premises or any part thereof, without notice, in order to execute repairs, alterations, re-decorations or otherwise.
  - 3.19 Any Member or Guest with outstanding monies due to the Club will be refused access to the Club until all amounts are settled in full.
  - 3.20 Any removal of Club property (including but not limited to towels, magazines, etc.) will be considered as theft and could lead to criminal prosecution.
  - 3.21 For reasons of health and safety all members must abide by the following:-
    - i. To replace any equipment after use.
    - ii. To shower before entering the pool areas, steam room or sauna.
    - iii. To ensure that the consumption of food and beverages (other than water) remains within the Club Room and Outdoor Area.
    - iv. Not to shave or exfoliate within the sauna, steam room or shower areas.
  - 3.22 During peak hours the Club reserves the right to restrict the duration of use of the equipment.
  - 3.23 Club facilities will close 20 minutes before the Club closes. These times may change from time to time without notice.

#### **4.0 Guest Rules – with the exception of guests to Pelicans at Kings**

- 4.1 Guest fees are in addition to the appropriate subscription charges.
- 4.2 Members must accompany their guests at all times. Guests will not be admitted until the member is present.
- 4.3 Guests must complete a Guest Agreement Form upon entry.
- 4.4 Members are responsible for ensuring that their Guests complete the Guest Agreement Form and are aware of and adhere to these Membership Rules and any notices displayed at the Club.

#### **5.0 Rules pertaining to Vulnerable Members and Minors**

- 5.1 Vulnerable members are defined as members who are mentally or physically challenged.
- 5.2 Minors are defined as being under 14 years of age.
- 5.3 Vulnerable members and minors are not allowed on Club property without supervision by a parent or guardian at all times.
- 5.4 Vulnerable members and minors cannot be left on Club property unattended by a parent or guardian unless attending an organised activity with sufficient Adult supervision.
- 5.5 Vulnerable members and minors remain the responsibility of their parent or guardian at all times whilst on the Club property.
- 5.6 Vulnerable members and minors may not bring guests onto Club property at any time.
- 5.7 Vulnerable members and minors must be accompanied and supervised by an adult at all times whilst using the indoor pool, outdoor pool, and spa pool facilities.
- 5.8 Vulnerable members and minors may not use the saunas or steam rooms at any time.
- 5.9 Vulnerable members and minors may not use the gymnasium unless as part of an organised activity or under the guidance of a qualified fitness instructor.
- 5.10 Parents and guardians are fully responsible for the behaviour of vulnerable members and minors in their care at all times whilst on Club property.
- 5.11 Vulnerable members and minors who abuse the Club and its facilities may jeopardise the admission rights of the whole family.
- 5.12 Vulnerable members and minors who have reached 5 years of age are expected to use changing areas designated for their same sex.
- 5.13 Minors are not permitted in the indoor pool before 10:30am and after 5:00pm Monday to Thursday (6:00pm on Friday's), and before 11:30am on Saturday and Sunday. These times are subject to change without notice.

#### **6.0 Youth Membership Category**

- 6.1 Youth Members are defined as teenagers aged 14 and 15 who are a dependent of a full adult member.
- 6.2 Youth Members are allowed unsupervised access to all of the facilities at the club. However, they will not be permitted access to the Cardio and Weights Zones after 5pm Monday to Friday.
- 6.3 Youth Members are not allowed in the Sauna and Steam Room areas and must adhere to adult only swim times within the pool area.

## **7.0 Booking Procedures**

- 7.1 Bookings for courts and classes can be made up to seven days in advance.
- 7.2 Bookings cancelled more than 24 hours prior to booking times will be permitted with no charge incurred. Thereafter a charge will apply.
- 7.3 In respect of clothing we insist that normal exercise attire must be worn. Swimming trunks/suits (other than in relation to Aqua Classes), multi-coloured Bermuda shorts and shirts, or jeans are not permitted. Trainers, with no black soles, must be worn.
- 7.4 Spectators must remain outside the court/exercise areas.
- 7.5 No coaching is allowed, other than by a Club professional, unless previously authorised by the Club Manager in writing.
- 7.6 Tennis and Squash players must vacate the courts promptly, regardless of the score, when the session time has elapsed and leave the court in good order.
- 7.7 'No show' courts will be let 10 minutes after the booking time.
- 7.8 Maximum time for booking a tennis court at any one time is 2 hours.
- 7.9 Maximum time for booking a squash court at any one time is 40 minutes.
- 7.10 Participants must arrive for bookings in good time.

## **8.0 Membership Subscriptions**

- 8.1 Subscription rates are available from Reception.
- 8.2 The Club reserves the right to increase membership subscriptions from time to time.
- 8.3 Corporate Membership rates are only available to a spouse or partner of the Corporate Account Holder who is residing at the same address with membership subscriptions being paid from the same bank account as the Corporate Account Holder. Reasonable evidence may be required.
- 8.4 Corporate members must provide valid proof of employment with their relevant employer.
- 8.5 Dependent Memberships are only available to children 13 years of age and under whose parents, grandparents or guardians are Members, and who are residing at the same address with membership subscriptions being paid from the same bank account. Reasonable evidence may be required.
- 8.6 The freezing of memberships is only permitted by written application to the Club Manager in the case of legitimate medical circumstances, which are supported in writing by a relevant medical professional, and received by the Club Manager at least 14 working days prior to the next membership payment being due. A fee of £10 per month is chargeable for a minimum period of 1 month and a maximum period of 6 months within any 12 month period. At the end of the freeze period the member must then decide to either continue paying their membership at their published rate, or cancel their membership following the standard club cancellation policy.
- 8.7 Students must provide valid proof of student status.
- 8.8 Should any part of the membership subscription remain unpaid 30 days after it falls due, irrespective of usage, the member may become liable to pay the remaining contract value in full.
- 8.9 Day Rates are limited to the day of purchase and cannot be carried forward to the following day.

**9.0 Breach of Membership Rules**

9.1 Members found in breach of any of these Membership Rules will be subject to the appropriate action as seen fit by the Club Management.