

MACHYNYS PENINSULA GOLF & COUNTRY CLUB LTD
MONKS HEALTH CLUB & SPA MEMBERSHIP - CONSTITUTION

DEFINITIONS

1. Machynys Peninsula Golf & Country Club Ltd is a private company, incorporated under the Companies Act 1985. Where the "COMPANY" is referred to, the proprietors of the CLUB is meant, and where the "CLUB" is referred to, the business of such proprietors is meant.
2. The "Rules" hereinafter referred to shall mean such Rules as the Directors of the Company are empowered to make.
3. References to the "Directors" shall mean the Directors for the time being of the said Company. The "Management" shall mean the Managers for the time being of the said Club.
4. References to "Machynys" shall mean Machynys Peninsula Golf & Country Club.
5. The "Employees" shall mean the persons in the service of the said Company in whatsoever capacity they shall be engaged.
6. The "Health Club Management Team" shall mean any manager employed within the Health Club Department
7. Where the Masculine gender is used it shall also include the Feminine where the context so admits.

ASSOCIATION & MANAGEMENT

1. Management of the Club

The management of the Club and the administration of its financial affairs are vested in the Directors of the Company, and they shall be the Committee for the time being, and every Member of the Club shall be deemed to submit to the Rules and act in accordance therewith.

2. Association

The Health Club shall be affiliated to the Fitness Institute Association (F.I.A.)

MEMBERSHIP

1. Conditions of Admission to Membership

No person shall become a Member unless:

- a) They complete the appropriate application form.
- b) They pay the initial joining fee appropriate to the class of membership to which he seeks admission.
- c) They pay the annual subscription appropriate to the class of membership to which he seeks admission.
- d) They complete an induction with a qualified Fitness Instructor.
- e) For corporate membership they provide proof of employment.
- f) For all joint memberships they provide proof of joint residency as partners.

2. Classification of Club Members

The term "Member" shall include the following:

7-day Members
Corporate Members (minimum of 4 employees)
Junior Members
Joint Members
Resort Members

3. Definition and Terms of Each Class of Member

- (a) **7-day Members** - Full 7- day Health Club & Spa membership.
- Members are permitted to use the Fitness suite and Spa facilities 7 days a week.
Members must pay the applicable joining fee by means of a one off payment.
Members can pay their annual fee by means of a one off payment or by monthly direct debit agreement.
- (b) **Corporate Members** - This membership is available to companies who wish to nominate a minimum of 4 current full-time employees as 7-day Health club members.
- Members are permitted to use the Fitness suite and Spa facilities 7 days a week.
Members must pay the applicable joining fee and annual subscription by means of a company cheque. (No direct debit agreements allowed)
Members must provide the following 2 forms of company identification;
- Current wage slip
 - Company photo Identification, Passport or Driving Licence
- Company identification will be required each year on renewal of membership
If a named representative's employment is terminated by himself or the named company, it is at the discretion of the named company whether to replace this person as a current member until annual renewals are due.
- (c) **Junior Members.** The term "Junior" is defined as a person who is over the age of 13 and under the age of eighteen years on joining. Children under the age of 14 are not permitted to join or use Monks Heath club facilities.
- Junior Members are permitted to use the Fitness suite and Spa facilities 7 days a week, over 16's only.
Junior Members under the age of 16 must be accompanied by an adult at all times whilst using the fitness suite
Junior Members under the age of 16 must be accompanied by an adult at all times when in the bar.
Junior Members must pay their annual fee by means of a one off payment. (No direct debit agreements allowed)
No joining fee applies to Junior Membership.
- (d) **Joint Memberships.** This membership is available to any partners permanently residing in the same household.
- Members are permitted to use the Fitness suite and Spa facilities 7 days a week.
Members must pay their joining fee by means of a one off payment.
Members can pay their annual fee by means of a one off payment or by monthly direct debit agreement.
- (e) **Resort Members** - Full 7- day Health Club, Spa & Golf membership.
- Members are permitted to use the Fitness suite and Spa facilities 7 days a week.
Members are permitted to play the golf course 7 days a week subject to availability of tee times.
Members can play in all relevant golf club competitions.
Members must pay the applicable joining fee by means of a one off payment.
Members can pay their annual fee by means of a one off payment or by monthly direct debit agreement.

4. Joining Fee, Annual Subscriptions and Direct Debit Payments

- A joining fee shall be charged to all new members by means of a one off payment. This fee shall only be paid once, providing the member does not allow his membership to lapse.
- Annual Subscriptions - shall become payable from the date of joining the Club. Any member who fails to renew their membership after 1 year from the date of joining will be deemed to have allowed their membership to lapse. Subscriptions shall be reviewed annually.
- Direct Debit payments - The 1st payment will be taken 15 days after your date of joining. Further payments will be taken on the 1st day of each month. Payments will be taken for a minimum of six months with a one month cancellation notice period thereafter. If you do not contact us after 6 months we will automatically continue taking monthly payment for your membership.
- A member who withdraws his membership, or is expelled or suspended from membership, shall have no entitlement to any refund of subscription or any claim upon the Club's property.

5. Membership Transfers

- Subject always to the approval of the Management, any member may transfer from his existing to any other class of membership upon paying any increase in subscription, but in no circumstances shall a member be entitled to any refund of subscription. Membership is not transferable to any other person.

6. General Terms & Conditions of Membership

- a) Members and their guests are required to pay all expenses they incur in the clubhouse, on the golf course and driving range before they leave the Club premises. The Club employees have positive orders not to open accounts or to grant credit to or for members.
- b) All members must produce their membership card at Main Reception before using the Health Club facilities. The member is responsible for the safe keeping of the membership card. Machynys cannot be held responsible for its loss or damage. Lost cards can be replaced but an administration fee of £5 per card will be charged.
- c) Members are entitled to invite guests to the Health club. A member's guest fee must be paid at Main Reception before entry is permitted. Members are responsible for making their guests aware of the Monks Health Club & Spa Terms & Conditions.
- d) All bags and personal belongings are to be left in lockers provided. For security reasons and the benefit of other members, all lockers must be vacated by the end of each visit. All lockers will be checked and emptied at the end of each day and any contents will be disposed of for security reasons. This policy is adopted for member's safety and security and is of prime importance in the club operation.
- e) The proprietors may at any time withdraw all or any part of the clubs facilities for any period of time where and when it may be deemed necessary for repair, including but not exclusively for maintenance, alterations, championships, safety reasons or alternative use.
- f) No notice or document of any kind shall be placed on or removed from the Notice Board or the walls of the Clubhouse, or elsewhere in the Club premises, without the authority of the Management. All notices and documents must be signed by the Management. All notices shall be deemed to have been duly delivered if posted to the last-known address of the Member concerned.
- g) No member shall remove any article which is the property of the club from the premises.
- h) Absolute discretion is retained by Monks Health Club to reject any application or renewal of membership without ascribing any reason for doing so.
- i) Suitable sports exercise clothing must be worn at all times while exercising.
- j) Junior Members aged 14 to 16 years must be accompanied by an adult at all times whilst using the Health suite & Spa facilities. Children under the age of 14 are not permitted to join or use any of Monks Health facilities.
- k) Robes and Towels are not supplied.
- l) Members under the age of 16 must be accompanied by an adult at all times when in the bar.
- m) Being the property of Machynys Peninsula Golf & Country Club Ltd, the Directors of the Company reserve to themselves the right of making such rules and regulations with regard to the use of the same as they may consider necessary.
- n) No pets will be allowed in the club or its grounds with the exception of guide dogs.
- o) All suggestions or complaints shall be made in writing to the General Manager who, if he is unable to deal with them, shall report them to the Directors, whose decision shall be final. In no instance shall an employee of the Club be reprimanded directly by a Member.

Fitness Studio Terms & Conditions of Membership

- a) Members must receive full instruction before commencing your first workout and thereafter follow your personal workout programme.
- b) At peak times the club has the right to limit the use of cardiovascular equipment to 15 minutes.
- c) Members must use a training towel at all times and in the interest of hygiene; wipe down the machines after use.
- d) Only attempt exercises prescribed by the Fitness Instructor.
- e) Appropriate footwear must be worn at all times. No bare feet, flip flops, hiking shoes or smart casual shoes allowed.

Spa Area Terms & Conditions of Membership

- a) Spa times may be booked up to 3 days in advance all year round. All bookings must be made at the Main Reception.
- b) Members can advance book the Spa facility for a one hour session only per day for Health and Safety reasons.
- c) All cancellations must be advised to the Main Reception within 24 hours of the spa booked time. Machynys reserves the right to charge for any spa times booked and not utilised by the member (including any reduction in numbers).
- d) There will be times when the Spa is not available.
- e) Changing rooms and shower facilities are available for members use. Lockers are available on a first come, first served basis and are emptied at the end of each day.
- f) Members and guests must wear robes whilst commencing from the changing rooms to the Spa facility. Robes can be purchased from the Golf Shop at a members discounted rate.
- g) Appropriate attire must be worn at all times in the spa area.
- h) Please shower before and after using any of the spa facilities provided.
- i) For hygiene reasons members must sit on a towel and wear a costume whilst in the Sauna.
- j) Mobile phones are not permitted in the Spa area.
- k) No food is to be consumed in the Spa area.

Members Fitness Classes Terms & Conditions

- a) All classes must be pre booked at Main Reception.
- b) All classes can be pre booked 14 days in advance.
- c) Please report to reception 15 minutes before commencement of class.
- d) To ensure correct warm up, members are advised not to join a class more than 10 minutes after the class has commenced.
- e) Classes may be subject to unavoidable cancellations.
- f) Only attempt exercises prescribed by the Fitness Instructor.
- g) Only light colour soled footwear permitted whilst using the Nicklaus Studio.
- h) Mobile phones must be switched off at all times.

Members Treatments Terms & Conditions

- a) All treatments must be pre booked at Main Reception.
- b) We suggest you arrive at least 10 minutes before treatment.
- c) All treatment timings include full consultation and client preparation.
- d) All cancellations must be advised to the Main Reception within 24 hours of the treatment time. Machynys reserves the right to charge, in full for any treatment times booked and not utilised by the member (including any reduction in numbers). If you arrive late for your treatment we may need to reduce your treatment time in order to keep subsequent clients appointment times.
- e) All treatment prices include V.A.T.

Health & Safety Notes

- a) Please consult your doctor before your arrival if you have had any recent health problems or if you are aware of any medical conditions such as high/low blood pressure, heart disease or cancer, or any other medical conditions including recent surgery that may affect you. Persons who suffer from high/low blood pressure or heat related problems must not use the Health Club and Spa facilities, without medical clearance.
- b) Members and guests must inform staff of any personal conditions, disabilities such as blindness, deafness, heart condition, high/low blood pressure or epilepsy, prior to using the facilities so that they help to avoid accidents, injuries or misadventure to themselves and others.
- c) Members and guests use Monks facilities at their own risk. We advise you do not use any facilities unaccompanied.
- d) Member's behaviour in the club must not constitute a security or safety hazard to themselves or others in the club.
- e) Whilst using the club facilities all members accept responsibility for their state of physical condition. It is not advised to exercise, or use Spa facilities if you are feeling unwell.
- f) Do not enter Monks Health Club & Spa when under the influence of alcohol or after a heavy meal.
- g) Drinks may only be taken into the fitness suite, fitness studio or Spa area in plastic cups or plastic re-sealable containers.
- h) Smoking is not permitted in Monks Health club & Spa.

7. Additional Benefits

- Members will be entitled to a 10 % discount on selected Beauty Treatments at Monks Health Club & Spa. (Applies to members 16 years of age and above and discount does not apply to any other existing offers)
- Members will be entitled to a 5 % discount on purchases made from the Machynys Bar & Brasserie. (Discount does not apply to any other offer)

8. Termination of Membership

- The proprietors reserve the right to terminate membership for breach of rules or conduct which the, in the proprietors opinion is damaging to the character or interests of the club or offensive to other members of staff.
- Any member who misuses any facility at Machynys, or interferes with the enjoyment of others, will have their membership terminated immediately.
- In the event of termination by Machynys under this regulation, no monies will be refundable to the member and all privileges of membership are forfeited.

9. Provision for Expulsion

- It shall be within the power of the Directors and Management to expel any member who violates a Rule or By-Law of the Club or conducts himself in such a manner as, in the opinion of the Directors, injures or discredits the Club and/or its Members, or interferes with the comforts of other Members. In all cases where such expulsion is enforced, the member concerned shall have no right of appeal nor any remedy whatsoever against the Club, Management or Directors of Machynys Peninsula Golf & Country Club Ltd. No former member whose name shall have been struck off the Register, under the powers vested in the Directors, shall be admitted to the Club in any circumstances.

LIABILITY

Machynys cannot accept any liability for accident, injury or misadventure. Members and their guests are responsible for making their own insurance arrangements in respect of any injuries suffered or caused to them, or caused by them to any third party.

All members make their own arrangements in respect of insurance cover, injuries suffered by them to any third party, as no liability is accepted by the proprietors for any accident, injury or misadventure.

Machynys cannot accept any responsibility for the loss of, or damage to property, valuables or monies belonging to any member or guest whilst on the premises.

All members are responsible for the conduct of their guests whilst at Machynys. They are also responsible for making their guests aware of the Monks Health Club & Spa Terms & Conditions.

Machynys cannot accept responsibility or liability for member's cars whilst on the premises. This includes any damage / theft sustained by any vehicle. Cars must be parked correctly in the car park giving attention and priority to disabled users.

Machynys Golf & Country Club Ltd reserves the right to alter, cancel or amend any prices, rules and/or regulations at any time, without prior notice as they deem appropriate.

Unless we hear from you to the contrary it will be assumed you have read, understood and agreed to the terms and conditions of membership.