

The Blue Harbour Spa Terms and Conditions

Member Name: _____

Membership ID: _____

These Terms and Conditions together with the Membership Application Form constitute a Membership Contract between Blue Harbour 2 Limited. (Reg. No. 05881139) ("Blue Harbour", "Us" or "We") and the member named above ("You").

Our Commitment to Our Members

The Blue Harbour Spa (the "Spa") is dedicated to providing our members with an environment to enjoy whilst promoting an environment of well-being and relaxation. In order to derive maximum benefit from this environment We feel it is important to outline our expectations of each other. The Spa is open to members, non members and residents of Wyndham Grand London Chelsea Harbour ("Wyndham Grand") and other persons at our discretion.

1. Membership

When applying for membership each applicant must complete our standard application form (the "Membership Application Form") and accept and agree to be bound by these Terms and Conditions of the membership and any other rules or regulations as laid down by Us from time to time.

Single members must be 18 years or older.

Once a membership application has been accepted, members will be provided with a membership card, which remains the property of Blue Harbour at all times and will be returned to the Spa upon termination of the membership. All members must present their membership card on arrival at the Spa. Lost or replacement membership cards will incur a £5 charge.

Membership will start on the date specified in the Membership Application Form provided that full payment of the joining fee and the first month's subscription fee have been paid. Subject to paragraph 12, Membership will last for the period specified in the Membership Application Form (the "Initial Period") and thereafter shall automatically continue unless terminated in accordance with paragraph 6 below.

Any changes to membership details such as name, address and medical conditions must be communicated in writing to the Spa Manager.

By becoming a member of the Spa You will be entitled to use the facilities and benefits available at the Spa.

2. Membership Fees

The membership fee structure will not change during your Initial Period. However, after the Initial Period it may be amended at any time. Members will be notified in writing at least 30 days prior to the change. If You do not wish to accept an increase in your subscription fees you may terminate your membership as set out in paragraph 6 and pay the subscription fees until the end of the notice period at the rate current immediately prior to the change.

The payment of the joining fee specified in Membership Application Form is payable at the time of the application and is a one off payment whilst the membership subscription fee is on-going.

All monthly subscription fees are payable by direct debit over 12 months and are continuous. Membership, joining and subscription fees are non-transferable and non-refundable. Annual members who pay the total at the beginning of the term will receive the published discount.

3. Physical Condition

In applying for membership, You warrant and represent that so far as you are aware, You are in good physical condition and that You is capable of all forms of exercise and that such exercise would not be detrimental to his/her health. It is your sole responsibility to bring to the attention of a member of staff any medical condition that may present a risk to you engaging in any particular activity.

4. Behavior and dress code

Appropriate clothing must be worn in the relevant areas of the Spa. Swimming costumes are required in the heat cabins. Outdoor shoes are not permitted in the gymnasium or wet spa areas. The Spa is a non-smoking environment.

Members or guests are not permitted to bring in or to consume their own food or drink in the Spa.

Members or guests who are or appear to be under the influence of alcohol or drugs will not be permitted access to the Spa's facilities.

We reserve the right to refuse admission and/or terminate membership forthwith if any member shall, in our opinion, cause a nuisance or annoyance to other members or users of the facilities or be in breach of these Terms and Conditions.

5. Lockers and towels

The Spa provides lockers for daily usage only. Items left overnight will be removed and held in the Hotel for one week only. Property stored in the lockers is stored at the owner's own risk.

The Spa provides towels on a complimentary basis. Towels should be used sparingly and placed in the towel bins provided after use.

6. Termination / Suspension of Membership

Subject to paragraph 12, you may not terminate your membership during the Initial Period. You may terminate your membership after the Initial Period upon giving us a three months' notice in writing. For membership suspensions a 30 days' notice in writing is required and an annual retainer fee of £200 will be applicable.

If You have not paid your subscription fee within 14 days of the due date We may terminate your subscription by writing to You.

If We terminate your membership pursuant to this paragraph or paragraph 4 above, you shall not be entitled to any refund and We reserve the right to recover any expenses (including legal expenses) We incur as a result of your breach. We also reserve the right to receive the full amount of subscription fees for the remainder of the Initial Period if termination occurs during such period.

Corporate members – no pro rata refund will be given for members leaving a company within the membership year. The balance of time remaining may be taken up by another person employed by the same company. A written request must be sent to Us with full details of the person. They will be required to complete our application form accordingly.

7. Treatments

The treatments you select are reserved especially for you. If you or your guest cancel any appointment with less than 24 hours notice we will charge a 50% cancellation fee. If you or your guests do not arrive for a treatment then we will charge 100% of treatment value.

Members or guests must notify the Spa Manager or receptionist before booking a treatment if they have high blood pressure, allergies, any other physical ailments or disabilities, or if pregnant. If any member or guest has any concern at all, they must tell us.

8. Guests

We would be delighted to welcome guests of our members to use the Spa. For the comfort of our members the number of guests using the Spa at any one time will be restricted and guest places therefore must be booked in advance.

The appropriate guest fee must be paid before using the facilities. A maximum of two guests per member are permitted at any one time, unless by prior arrangement with the Spa Manager. All guests will be required to register .at reception, complete a registration form and fill in a health & lifestyle questionnaire before using the facilities.

All guests using the Spa must be accompanied by a member and must not remain in the Spa after the member has left the premises. Members are responsible for the behavior of their guests and ensure that they abide by the rules and etiquette of the Spa. The member is responsible for ensuring that all costs incurred by the guest are settled before departure.

9. Opening Hours

We reserve the right to amend the Spa opening hours when necessary without prior notice. We will use reasonable endeavours to provide advance warning of any change to the published opening times.

Last entry to the Spa will be restricted to 30 minutes before the published closing time and the pool will close 15 minutes prior to the published spa closing time.

10. Health & Safety

Instructions on the correct use of all the facilities are to be found on the Spa notice-board. These must be strictly adhered to and we accept no liability for a member's failure to observe these instructions and accordingly use of these facilities will be solely at the risk of members. All members must read and familiarize themselves with the Health & Safety rules as displayed on the Spa notice-board.

The Spa must be vacated when requested by the Spa's staff or on the sound of the fire alarms.

All members must have an induction in the correct use of the equipment before using the gymnasium.

For safety reasons correct footwear and clothing should be worn at all times when using the gym.

11. Changes in Regulations

Members and their guests shall observe any regulations for the use of the facilities which may be posted in the Spa and which may be added to and varied from time to time.

12. Change in these Term and Conditions

We reserve the right to amend these Terms and Conditions at any time for security, legal, regulatory or operational reasons. At least 30 days' notice of any changes will be given by displaying the amended Terms and Conditions in the Spa. Should any amendment to these Terms and Conditions materially reduce the benefits you gain from membership, you shall have the right to terminate your membership provided that you give 30 days' written termination notice within 30 days of such a change coming into force.

13. Notices

Any notice sent by members should be posted or given in person to the Spa Manager (address and contact details are available at reception).

Any notice sent by us to You should be given in person or posted at the contact address We have on our records.

14. Liability

We will not accept any liability for any accident or injury (including any fatality) to any member or guest that may occur on the premises or within the grounds of the spa (or hotel) other than liability which may arise from the negligence of the Spa or its staff. All such accidents must be reported immediately to a member of staff.

Blue Harbour's liability for damage or loss to members or guests property is strictly limited to damage or loss suffered as a result of negligence of Wyndham Grand or its staff.

15. Personal Data

We take the privacy of our members very seriously. This paragraph explains the ways in which we use members' personal information. We will collect personal information from members through their Membership Application Forms, the health & lifestyle questionnaires and any other information members will give us.

We reserve the right to retain copies of all documentation submitted to us for a reasonable period of time, even when membership is not granted or is terminated.

Any information held by Us relating to members' physical condition shall be kept in the strictest confidence and only for as long as We need it.

Should a member default on payments due to Us We may notify such default to a credit reference agency or other third party to obtain payment from such member.

We will use members' personal details to process their application, comply with our obligations under the Membership Contract and to communicate with them, for example to remind them of an appointment.

We may also use members' personal data to inform members about special offers or new services at The Spa or at The Wyndham Grand. If You **do not** want Us to inform You about special offers or new services at The Spa or at he Wyndham Grand, please tick here [].

you selected information that may be of interest to You. If You **do not** want us to pass your details on to third parties for marketing purposes, please tick here [].

If you have any request concerning their personal data, you should contact the Spa Manager.

Signed _____

Date _____