Club Rules

We are Bannatyne Fitness Limited, a company registered in England and Wales. Our company registration number is 03287770 and our registered office is at Power House, Haughton Road, Darlington, County Durham, DL1 1ST. Our VAT number is 302 3184 52.

You can contact us by telephoning our Membership Team at 0344 477 4777, by writing to us at our registered office, or by filling in the contact form at: http://www.bannatyne.co.uk/contact/feedback/#feedbackform.

1 GENERAL

- **a. PARQ** you must complete a Pre Activity Readiness Questionnaire before using any of the Club's facilities. These are available online or at the Club's Reception.
- **b. Pre Treatment Questionnaire** you must complete a Pre Treatment Questionnaire before any Spa Day or Treatment. These are available at the Club's Spa Reception or via the link on your email booking confirmation.
- c. Medical Conditions if at any time during your membership your health changes, you must inform us immediately in writing as it may affect the type or frequency of exercise/activity which you are able to undertake. Equally, if you feel unwell at any time whilst in the Club, cease activity immediately and inform a member of staff.

2. WRISTBANDS & MEMBERSHIP

- a. Wristbands you will be issued with a Wristband at the start of your membership and entry to the Club will only be allowed by using the Wristband at the turnstile. If you are attending our facilities on a Spa Day or Day Pass, then on payment of a deposit you will be allocated a Wristband for use during your day. The Wristband remains our property at all times and you must surrender it to us in full working order at the end of your day otherwise your Wristband deposit will not be returned. Charges will apply for forgotten, lost or damaged Wristbands. You must not loan your Wristband to other individuals and any breach of this may result in immediate termination of membership or your Day Pass. Please also see separate Wristband Policy.
- **b. Relocation** you may terminate your membership under the Terms and Conditions if you relocate outside the locality of any Bannatyne Health Club. The Membership Department will determine the meaning of "locality" for this purpose and, in doing so, will take into account any difference in the fees payable at the Club closest to your new location.

3. SUSPENSION OF ACCESS

Your access to the Club may be suspended for the purposes of investigating any alleged breach of these Club Rules. Access to the facilities will be denied until such time as the investigation has been completed. You will not be charged for the period of any suspension and any prepaid amount will be credited to your account.

4 CONDUCT

- **a.** You agree to comply with the rules of conduct set out below whilst in the Club or on Club premises together with any additional rules specific to your Club as may be displayed in the Club from time to time. You also agree to abide by any instructions as may be given by staff at the Club from time to time. Any guests, which you bring to the Club are also required to comply with the same rules.
- b. Rules of conduct. You agree that you will, and (if relevant) any guests that accompany you into the Club will:
- ${f i.}$ show consideration for other members, guests, visitors and staff at the Club;
- ii. not use abusive, offensive or foul language;
- iii. not behave in a way that is violent, offensive or threatening to any other member, their guests, visitors or the staff of the Club; iv.not bring, use or be under the influence of illegal drugs in any part of the Club's premises;
- v. not be drunk in or about the Club's premises, not drink in areas other than designated drinking areas of the Club's premises and not consume your own alcohol on the Club's premises:
- vi. not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual or illegal activities; and
- vii. not act in a manner that demonstrates sexual harassment. This includes unwanted or unwelcome behaviour of a sexual nature that makes an individual feel offended, humiliated or intimidated.
- c. Health & Safety Procedures. You agree to follow any enhanced hygiene practices requested of you whilst on the Club's premises, which may include: temperature screening on entry (which may prevent us from allowing you to access the Club), use of hand sanitiser and protective equipment, following the social distancing instructions and any other such practices in place from time to time.
- d. Mobility Devices. Devices such as motorised or non-motorised scooters, hoverboards, skateboards or any other devices are not permitted inside the Club building or in the car park area (if relevant). This prohibition does not apply to individuals with mobility issues using mobility scooters.

5. SMOKING

Smoking, including the use of e-cigarettes, is not permitted anywhere on the Club's premises and where relevant, only in designated areas outside the Club building.

6. CLOTHING AND FOOTWEAR

Suitable and appropriate clothing and footwear must be worn whilst in the Club for the activity which you are planning to undertake. You may be asked to change your clothing or footwear if, in Bannatyne's reasonable opinion, it is not suitable for any reason. If you are unsure as to the suitability of a particular item then please consult a member of staff. Outdoor footwear must be covered by overshoes in the Pool areas. You should avoid wearing clothing that is overly revealing, offensive to other members, visitors or staff, or is soiled or unhygienic.

7. JEWELLERY & OTHER VALUABLES

We recommend that no valuables are brought to the Club. We are not liable in any circumstances for damaged, lost or stolen valuables whilst you are on the Club's premises, including in locked lockers in the changing rooms, in the Pool area or any other part of the Club.

8. MOBILE TELEPHONES, TABLETS & CAMERAS

Mobile telephones are permitted on the Gym Floor, however telephone calls may only be taken outside the Gym area. Mobile telephones, tablets or cameras are not allowed on Poolside under any circumstances and may not be used at all in Changing Rooms or Toilets. You are not permitted to take photos, videos or voice recordings of other members, guests, visitors or staff at any time in the Club. Mobile phones are also not permitted in the Spa areas of the Club.

9. LAST ENTRY

8-15 years

- a. Last entry to the Club's premises is 30 minutes before the Club's published closing time.
- **b.** Poolside facilities will close 30 minutes before the Club's published closing time.
- **c.** You should be ready to vacate the Club 5 minutes before closing.

10. CHILDREN AND YOUNG BABIES

- **a.** Use of Gym Floor children under the age of 16 years must not enter the Gym Floor and must be accompanied within the Club at all times by the parent/guardian/carer with whom they were admitted, unless they are attending an organised activity at the Club.
- **b.** Use of Swimming Pool children are welcome to use the Swimming Pool only during the children's published swimming times. Children who are not yet toilet-trained must wear an appropriate swim nappy. Children must be supervised by a responsible person aged 16 years or over who is in the same body of water and in close proximity at all times whilst in the swimming pool and on poolside, in accordance with the following ratios:

1 responsible person per 3 children in this age category

Age of ChildNumber of children per responsible person (i.e. ratio)0-3 years1 responsible person per child in this age category4-7 years1 responsible person per 2 children in this age category

If you have more than one child, the ratio that applies is the ratio of the youngest child. For example, if you have a 2 year old child and a 5 year old child, the number of responsible persons required to supervise the children is two because the 2 year child requires 1-2-1 supervision.

c. Use of Changing Rooms

i.Children up to 8 years of age must be accompanied by a parent/guardian/carer and may use either the facilities for the parent/guardian/carer's gender or the Family Changing Rooms, where available. Where the child is over 8 years of age and of a different gender to the parent/guardian/carer, the parent/guardian/carer must wait immediately outside the Toilet or Changing Room in use by the child.

ii.Baby changing facilities - parents/guardians/carers with children requiring baby changing facilities may also access disabled toilets where such toilets include a baby changing facility.

11. TOWELS

- a. If towels are included in your membership fees, are given to you as part of a Day Pass entry or Spa Day or are rented from us, they are provided for use in the Club only and must not be taken away from the Club premises.
- **b.** Theft of towels or deliberate misuse or damage may result in prosecution.
- c. Please also see the separate Towel Policy.

12. CHANGING ROOMS

- a. Lockers these are provided for use by all members and visitors to the Club. All items are left entirely at the owner's risk and Bannatyne is not liable for any items damaged, lost or stolen whilst in the Changing Rooms, including in locked lockers. All lockers are for temporary use only unless they have been hired out. Any items left overnight will be removed and placed in lost property. A fee will be charged on collection of the property.
- **b. Lost property** for hygiene reasons, perishable, personal hygiene items and specific items such as underwear shall be disposed off if left in the Club. All other items will be placed in lost property at the Club for a period of 30 days. Items are then transferred to Head Office and if unclaimed after a further 30 days, they will be disposed of, donated to charity or sold and their proceeds donated to charity.
- **c. Shaving** shaving must be restricted to the Club's vanity areas only and is not permitted at any time in the Shower, Steam Room, Sauna, Poolside or any other area of the Club. For the sake of other members, please tidy up after use.
- **d. Disabled members/visitors** persons with disabilities may choose to use either facilities designated for disabled use or, if they prefer, the facilities designated to their gender.

13. FITNESS ROOMS

- **a. Age** all fitness room users must be 16 years of age or over.
- **b. Personal Training** this may only be performed by employees or contractors of Bannatyne.
- c. Hygiene members are required to wipe down machines after use with the disposable towels/wipes provided. Members are encouraged to bring and use their own sweat towel, which can be purchased at Reception.

14. STUDIOS

- **a. Attendance** please arrive for your class at least 5 minutes before the scheduled start time. Once a class has started, additional participants will not be permitted to enter or join in.
- **b. Age** all studio users and class participants must be 16 years of age or over.
- c. Bookings members (and, where applicable, day guests) are strongly recommended to book their place in a class using Bannatyne's online Membership Portal or the Bannatyne Mobile App (or via Reception in the case of day guests). Places are allocated on a first-come-first-served basis. All class participants are required to observe Bannatyne's class booking terms & conditions (located on the Membership Portal for members, or available on request at Reception for day guests).

15. POOL

- a. Guidelines please observe and read all notices on Poolside before using this facility.
- **b. Hygiene** please ensure that you shower before entering the Pool, Spa Pool, Sauna or Steam Room on all occasions, especially after using the Sauna or Steam Room.
- **c. Food & Drink** no food or alcohol is to be consumed in the Pool area at any time, unless expressly authorised by Bannatyne. The consumption of non-alcoholic beverages is permitted but on no account must any glass, metal or ceramic containers be used in the Pool area.
- **d. Peak Times** at times of high usage, children are not allowed to use the Swimming Pool lanes unless they are competent lane swimmers. Access to the Pool will be restricted when the limit is reached.
- **e. Swimming accessories** only swimming accessories which aid swimming and buoyancy are permitted in the Swimming Pool. Devices such as mermaid fins/tails or any other accessory which impedes swimming are strictly prohibited.

16. SAUNA & STEAM ROOM

- a. Guidelines please observe and read the guidelines located on and adjacent to Poolside before using this facility.
- b. Oils and lotions the use of oils and lotions or glass/ceramic containers is not permitted in the Sauna or Steam Room.
- $\textbf{c. Flammables} \ \ \text{flammable or combustible materials (including but not limited to newspapers, magazines, aerosols \& towels) should not be taken into the Sauna and Steam Room.}$
- d. Age all users must be 12 years of age or over. If over 12 but under 16 years of age, users must be accompanied by an adult.

17. SPA POOL

- **a. Guidelines** please observe and read the guidelines located on Poolside before using this facility.
- **b. Capacity** the Club will restrict access to the Spa Pool if the load limit is reached.
- c. Age all users must be 12 years of age or over. If over 12 but under 16 years of age, users must be accompanied by an adult.

18. SUNBEDS

- a. Rules please observe and read the Sunbed Rules and Safety Guidelines in the sunbed room before use.
- b. Usage only 1 token per visit is recommended and you must complete the registration card at Reception before each use.c. Risk all use of this equipment is entirely at your own risk.
- **d. Age** all users must be 18 years of age or over.
- e. Hygiene you should shower both before and after any session.

19. CAR PARI

- a. Disabled parking bays disabled bays are provided for disabled patrons only and should not be used unless a blue badge is clearly displayed.
- **b. Time limit** parking is provided whilst you are using the Club's facilities only and vehicles may not be left parked if you are not using the Club's facilities.
- c. Considerate parking please show consideration to other users by only parking within marked bays. All vehicles, including bikes, are left entirely at the owner's risk.

20. ADHERENCE

- **a.** Failure to adhere to these Club Rules may result in your membership being suspended or terminated with immediate effect or guests being asked to leave the Club and being prevented from using Bannatyne's facilities in the future.
- $\boldsymbol{b}.$ Bannatyne reserves the right to amend these Club Rules from time to time.

