

1. **The Club** shall be called Reflections and shall be a proprietary club owned by Tormage Limited (the "Owner") located at West Hanningfield Road, Great Baddow, Chelmsford, Essex CM2 8HR and administered by the Manager of the Club (the "Manager") or by such persons as the Owner shall nominate
2. **Membership**
 - (i) Persons wishing to become Full Members of the Club shall complete the official application form and submit the form to the Club Manager. Further application forms may be obtained from the Club. Each application form must be accompanied by the relevant joining fee (if applicable)
 - (ii) Proof of identity, age and address may be required for all classifications of membership
 - (iii) All Single and Joint Memberships are strictly for persons aged over 16 years
 - (iv) A Joint Membership is for one person and their partner, or parent and child, who must reside at the same address
 - (v) A Turtle Membership can only be purchased in conjunction with a Single or Joint, Deluxe or Classic Membership and is available to any number of the Member's (or Guardian's) children aged between 3 and 16 years
 - (vi) In the event of a child's 16th birthday falling mid-term of the Membership, they will still be deemed a Turtle until the renewal date, when they may apply to become a Member in their own right
 - (vii) A Terrapin is a child between the ages of 3 months and 3 years and may only use the centre when accompanied on a one to one basis by an Adult Member who, if applicable, pays the appropriate payment per visit
 - (viii) In the event of a Terrapin's 3rd birthday falling mid-term of their Parent or Guardian's Membership, they will still be deemed a Terrapin until the renewal date, when the Turtle Membership will apply
 - (ix) Absolute discretion is granted to the Owner and the Manager to reject any application or renewal for Membership without ascribing any reason for so doing; in such case any monies sent will be immediately refunded
 - (x) On acceptance of a new application, the applicant will receive a Membership card, which will remain the property of the Owner and upon the termination of Membership for whatever reason will be returnable to the Owner on demand. Members are responsible for collecting their own Membership Cards from the Club. Renewed Memberships retain the original card
 - (xi) Membership is strictly non-transferable from person to person, and fees are not refundable under any circumstance
 - (xii) Temporary Membership is granted to Hotel guests during their stay in the Hotel, provided they observe the Club rules
 - (xiii) All Full Members must sign their application form, and Temporary & Day Members must sign the appropriate form, to say that they have read and understood the Conditions of Membership and the Club Rules
 - (xiv) Once issued with a Membership Card, the Member is responsible for that card, and should it be lost or stolen they must replace the card at a cost to that Member of £5.00
 - (xv) If you wish to change the category of your membership while it is still current this can only be done as an upgrade; any other changes can only be done at time of renewal.
3. **Subscriptions**
 - (i) The annual subscription, entry fee and charges for individual facilities shall be such amounts as the Owner in its sole discretion shall determine from time to time
 - (ii) The joining fee is applicable to all new Members and to previous Members whose Memberships have lapsed (more than 30 days)
 - (iii) All prices are inclusive of VAT at the current rate.
4. **Club Facilities and Usage**
 - (i) The centre does not provide towels free of charge to Members or Day Visitors, should you forget your towel they can be hired from reception at £2 per towel. Loungers are available on a first come, first served basis. Loungers are not to be reserved and only 1 lounger per person is permitted.
 - (ii) All Members are particularly advised not to undertake strenuous physical activity for which they might be medically unfit. The Owner will not be in any way responsible for any harm that may come to a Member as a result of their undertaking within the Club any activity, which is beyond their physical capability. Members are advised to have a consultation and assessment with their Doctor before commencing exercise
 - (iii) The minimum age limit for use of the facilities is 3 months. Children may only use the facilities, during their designated sessions, if they are supervised and under strict parental control, whose duty it will be to ensure that the child uses the facilities correctly and safely. (Children aged from 3 months to 16 years, who are not proficient swimmers, require minimum one adult to one child. Children aged 3 to 16 years who can swim, minimum one adult to three children)
 - (iv) When in the pool Terrapins who are not potty trained must wear waterproof nappies such as Kooshies, Splashabout Swim Pants or similar
 - (v) Terrapins and Turtles under 16 may not remain in the Spa after the end of their designated sessions, however, they are welcome to use the Café Bar so long as they are accompanied by an Adult. They must not be left with staff, unattended in the Café Bar or by the pool while their Parents or Guardians continue to use the facilities
 - (vi) Members should not use the facilities of the Club while under the influence of alcohol, antihistamines, vasoconstrictors, narcotics or tranquillisers and those with any medical conditions should check with their doctor that it is safe for them to use the Club's facilities
 - (vii) Members should be suitably attired whilst using the facilities - bathrobes or full clothing required in the Café Bar
 - (viii) With the exception of the Café Bar and the Fitness Room, no outdoor shoes are permitted inside the Centre. Bare feet or "flip-flop" style footwear only
 - (ix) Steamroom, sauna and fitness room are available. Instructions are posted in plain view in each room and must be complied with. The Owner shall not be liable for the consequences of any person failing to follow such instructions and shall be entitled to remove from the Club forthwith any such person. Children under 16 are not permitted in the steamroom, sauna or fitness room - The use of water and oils are not permitted in the sauna. Children under 5 may not use the Jacuzzis. Children over 5 may use the Jacuzzis if supervised by an adult
 - (x) The facilities in the Fitness Room are unsupervised and used at the Member's own risk. The Owner accepts no liability when using the equipment
 - (xi) The Owner reserves the right to restrict the number of Members using the facilities at any one time
 - (xii) In the interests of safety, running, diving and jumping are not permitted in the pool area, nor the use of snorkels, flippers and beach balls
 - (xiii) In the interest of Hygiene, we do not allow the use of razor/shaving in any part of the Spa.
 - (xiv) The Spa has a last entry policy of 40 minutes before closing.
 - (xv) The Spa facilities must be cleared 20 minutes before closing time to allow adequate time for showering and dressing
 - (xvi) We try to maintain all of our equipment at a high level of maintenance, however when we have a breakdown out of our control, we are unable to offer refunds.

- (xvii) Any problems encountered with other members should only be dealt with by the staff; if you have anything you would like to bring to the management's attention, all correspondence should be sent direct to Head Office for the attention of Mr Jason Bartella or via email to pa@heritageleisure.co.uk
- (xviii) Following a risk assessment of the hazards within the premises; particularly looking at the physical building, the users and the controls & procedures in place; we do not believe it would be reasonably practicable to provide the services of a supervising life guard. Members and guests are, therefore, required to adhere to all Spa rules, particularly the **Swimming Pool users Safety Code** below.

1. Spot the dangers

*Take care, swimming pools can be hazardous. Water presents a risk of drowning, and injuries can occur from hitting the hard surrounds, or from misuse of the equipment.
Every pool is different, so always make sure you know how deep the water is, and check for other hazards such as steep slopes into deeper water, etc.*

2. Always swim within your ability

*Never swim after a heavy meal or after alcohol. Avoid holding your breath and swimming long distances under water. Be especially careful if you have a medical condition such as epilepsy, asthma, diabetes or heart problems.
Follow advice provided for the safety of yourself and others. Avoid unruly behaviour which can be dangerous: for instance, running on the side of the pool, ducking, acrobatics in the water, or shouting or screaming (which could distract attention from an emergency).
Remember that a moment of foolish behaviour can cost a life.*

3. Look out for yourself and other swimmers

It is safer to swim with a companion. Keep an eye open for others, particularly younger children and non-swimmers.

4. Learn how to help

If you see somebody in difficulty, call for help immediately. In an emergency, keep calm and do exactly as you are told.

Please note that membership of Reflections and the use of the pools is dependent on the acknowledgement and the strict adherence to this user code and all Spa safety rules.

5. Conditions for outdoor pool and Jacuzzi area

- (i) Access to the outdoor pool will not be covered
- (ii) A matting walk-way will be placed to the outdoor pool in Winter when ice or snow is underfoot
- (iii) The outdoor Jacuzzi will only remain open through the Summer months
- (iv) During the Winter months the patio areas will be cleared of all loungers
- (v) The outdoor telescopic pool enclosure will be open in the Summer and closed in the Winter
- (vi) It is your responsibility to notify Reception should you be swimming in the outdoor pool alone
- (vii) Management reserve the right not to allow use of the outdoor pool for safety purposes due to weather conditions

6. Club Admission

- (i) For Insurance purposes, all Members must produce their Membership Cards to gain entry to the Centre. Additionally, all Classic Members, Day Members, Turtles and Terrapins must make the appropriate payment before admission will be permitted
- (ii) The admission ticket issued on entrance must be retained whilst using the facilities, and produced if requested to a member of Management
- (iii) Except with the prior consent of the Manager, no Members shall at any time introduce any person for Day Membership if that person has, at any time, been rejected as a Member, or had a membership terminated or suspended
- (iv) A Member introducing a Day Member shall be responsible for the good conduct of such person whilst on Club premises and shall ensure that he or she complies with the Rules of the Club
- (v) All Members must shower before using the Leisure Facilities

7. Opening Times

The time at which any or all of the facilities shall be available to Members shall be at the discretion of the Owner or the Manager. Any or all of the facilities may be closed at any time for the purpose of cleaning, decorating, repairs, events or special functions

8. Café Bar

- (i) Non - members will not be charged entry to Reflections Café Bar. However, with the exception of using the toilets, spectators and those not making use of the Spa facilities will not be permitted access to the Spa unless the appropriate Day Membership rate has been paid
- (ii) Only food and drinks purchased from the Café Bar may be consumed on the premises
- (iii) Children under 16 years must be accompanied by an adult whilst in the Café Bar

9. Owner's Liability

- (i) The Owner and its employees will not be liable in any way for the loss of, or damage to, the property of Members, or for personal injury to, or death of, any Member, except to the extent that such loss, damage, personal injury or death arises from the wilful act, neglect or default of the Owner or any of its employees or agents
- (ii) The Owner and its employees will not be responsible for loss or damage of money, jewellery, valuables or personal items of any kind. Please do not wear any jewellery or carry any valuables and ensure that the lockers are used for such items.

10. Security

Although lockers are provided no responsibility is accepted for money and valuables.

11. Termination of Membership

- (i) The Owner or the Management in their absolute discretion and without giving any reason therefore, may at any time terminate the membership of any Member. It shall be at the sole discretion of the Owner whether or not a Member's subscription shall be repayable to him or her in full or in part in any case of termination of membership.
- (ii) Upon joining Reflections Spa & Café Bar Easy Pay option, you are agreeing that your minimum membership is 12 months for the date of joining. If this membership is terminated before your 12 months is completed then you will be required to pay up the remaining balance to fulfil the contract agreement. Any cancellation of the Easy Pay option MUST be notified in writing.

12. Closing of the Club

The Owner shall have the power and right at any time upon one month's notice to Members to discontinue the Club upon refunding to Members the unexpired portion of their current subscription

13. Compliance with Rules

The Owner in its sole discretion may at any time vary the Rules or any entry fee or membership subscription or any of the charges for the use of any or all of the facilities. Notice of such variation shall be given to Members by exhibition thereof on the Club's notice board. Members will further comply with any direction, which the Manager may give to ensure the smooth operation of the Club, the use of the facilities and the convenience of all Members. The Manager whose decision shall be final and binding on all Members shall determine any dispute or difference that may arise in regard to the interpretation of these Rules

14. Recommendations

- (i) It is not recommended to spend more than 15 minutes in the Jacuzzi, sauna or steamroom
- (ii) It is not advisable to use the Jacuzzi, sauna or steamroom if you are pregnant
- (iii) It is recommended that all jewellery is removed prior to using the facilities as a precaution against loss or damage.

PLEASE MAKE SURE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH THE CONDITIONS OF MEMBERSHIP AND CLUB RULES OF REFLECTIONS BEFORE SUBMITTING YOUR APPLICATION FORM