

Terms & Conditions of Membership

Interpretation and Variation

- The Club shall be called the 'Aztec Club' and be the Proprietary Club owned by TLH Leisure. Located at TLH Leisure Resort, Torquay and be administered by the Manager of the Club, or by such person the owner shall nominate.
- The Management has the right to vary and revoke these Terms & Conditions from time to time, which may be considered necessary or desirable for the regulation of the internal affairs of the Club and the conduct of members and guests.
- Reference to members in the following literature includes anyone visiting the facility as a guest.
- Discretion is granted to the TLH Management to reject any application for Membership/Renewal without ascribing any reason for doing so. In such cases any monies will be refunded.

Acceptance and Commencement of Membership

- When an applicant has signed a Membership Agreement and the joining fee and payment method completed the membership shall commence and eligibility to use the Club.
- Upon acceptance of membership the person making the application agrees to be bound by the club rules, terms and conditions. A membership card and car park permit will be issued, which must be used each time the member intends to use the facility to gain entry. All associated paperwork remains the property of TLH Leisure.
- The membership will run for the period agreed contractually. The member shall pay the appropriate usage fee particular to their membership for the specified period, irrespective of actual usage. Non-payment of fees will render the membership terminated and access to the facilities will be denied until such time as arrears are cleared.

Payment Terms

- Joining fees and subscription fees shall be sums as the Club may determine from time to time.
- Subscription fees must be paid in accordance with the terms agreed at the start of the membership. Any member who falls behind in payment for more than 30 days will forfeit the membership and will be required to pay the joining fee to re-join the Club.
- A member may, at the discretion of the Manager of the Club, suspend the membership for a period of 3 to 6 months. An administration fee will be payable in full at the start of the period.
- Members shall be given not less than 10 working days' written notice of any increase in the monthly subscription.
- Monthly subscription fees must be paid in accordance with these Terms & Conditions irrespective of whether or not the member uses the Club's facilities.

Cancellation

- Cancellation of the membership must be in writing to the Manager of the Club giving 1 clear calendar month's notice of the desired cancellation date. All membership cards and car park permits must be returned to the Club by such date.
- It is the responsibility of the member to cancel their Direct Debit with the bank on the appropriate date to coincide with the termination of the membership. The Club cannot be held liable for any payments processed due to failure of a member cancelling their direct debit.
- Members not wishing to accept any changes proposed by the Club may cancel their membership by giving 30 days notice to the Manager.
- The Manager reserves the right to expel from the Club, suspend for a specific period or refuse renewal of membership of any member whose conduct is or may, be injurious to the character of the Club or amounts to a breach of the Terms & Conditions. Any member so expelled shall forfeit membership of the Club facilities and shall not be entitled to any repayment of the joining fee or any payment made up until the membership reaches renewal.
- Memberships that are paid for annually cannot be cancelled or refunded, suspension of the membership is at the Aztec Managers discretion.

Limitation of Liability

- TLH cannot be held responsible for any services or equipment not being available for any reason. Alteration to the type of facilities provided can be made without notice and at the discretion of TLH. TLH shall not be liable for any loss occasioned by such alterations.
- It is the member's responsibility to ensure they are capable of undergoing a routine exercise programme or class. Members accept the risk of injury from performing the exercises and are advised to consult their doctor prior to beginning any form of exercise. Any changes to medical and physical health must be communicated in writing to the Club staff.
- Members and guests are requested not to use the facilities while under the influence of medication (without prior consent from your GP), alcohol or substances which may be harmful to them when exercising.
- TLH accepts no liability for loss or damage to property of members or of injury whilst in the Club or premises including the car park.
- Users of the facilities will be required to adhere to Fire Regulations, including testing procedures. Please sign in and out at reception when using the facilities.
- Please ensure you adhere to the safety notices displayed in the Club. Accidents occurring as a result of disregard to such safety notices remove liability from TLH.
- TLH are not liable for death or injury occurring as a result of wrongful use of the facilities, or exercises carried out in excess of recommended levels.

Membership cards

- Membership cards and car park permits remain the property of the Club, such cards may be retained if there has been any defaulted payments.
- Any lost cards must be replaced immediately.
- Membership cards must be presented on each visit to the Club.
- Membership cards can only be used by the person who holds the membership and are thus non-transferable.

Guests

- Members are permitted to sign in two guests and must be within the facility at all times.
- Members must pay the appropriate fees for their guests to use the Club.
- Members are responsible for the actions and conduct of their guests at all times and must procure that guests comply with these Terms and Conditions. If the behaviour of the guest is considered injurious or harmful to the character of the Club, misuse may result in termination of the facilities.

General

- Members are required to give written notice of any changes in name, address or telephone details. The postbox at the Aztec reception and appropriate forms are available to communicate such information.
- If a member communicates via email they must appreciate that this medium of communication is not risk free. The Club will not be liable for any loss or damage suffered as a result of communicating with a member by email.
- Members are responsible for their own personal property. The Club does not accept liability for any loss or damage whatsoever to personal belongings brought into the Club. Lockers are provided in each changing area.
- Cars must be parked in the marked areas and not block service areas.
- In the interests of safety and hygiene, no crockery, glass or food consumption are permitted in the changing rooms, gymnasium or indoor pool area.
- No pets (except guide dogs) are permitted in the Club
- The Aztec Club is a non-smoking environment.

Club Guidelines

- The guidelines, which follow, are intended to help to ensure the smooth operation of the Club for everyone's benefit.

Club Opening Times

- Details of operating hours and availability of facilities may vary subject to notice displayed on the Aztec notice board at reception and are at the discretion of the Club's management.

Children

- Children under the age of 16 must not enter the Gym.
- Children over the age of 7 may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult. In this case the cubicle communal changing areas should be used.
- Children and Juniors (under 16) may only use the Club under the supervision of an adult.
- Members children under the age of 3 may use the swimming pool free of charge.
- Children under the age of 15 must be accompanied by an adult in all the pools.

Gymnasium/Pool

- All members must complete a Pre-exercise Questionnaire and undergo an initial verbal screening assessment. The Club reserves the right to refuse access to the facilities to any member or guest if it is considered that the health of the individual concerned may be endangered by the use of such facilities.
- Members and guests must notify the Club of any circumstances affecting their health, which may be exacerbated through continued use of the fitness facilities.
- Members and guests should ask a member of the Club's gym team how to use new or unfamiliar equipment.
- Children are not permitted into the gymnasium. Over 16's are permitted only with the consent of Parents or Guardians. The Club retain the right to refuse or terminate usage if the behaviour of the individual is considered unacceptable whilst using the facility.
- Members and guests using the gymnasium are requested to carry a suitable towel for the purpose of cleaning equipment after use.
- Appropriate clothing and footwear must be worn in the respective facilities of the Club.
- Access to the indoor swimming areas may only be gained from the changing rooms. No running jumping or diving is permitted in any of the pool areas. For reasons of health and hygiene it is necessary for all members and guests to shower before entering the pool. No balls, floats or inflatables are permitted in the indoor pool areas other than those required as swimming aids or used as part of an organised class.
- Certain areas of the pool may from time to time be reserved for lessons, hotel guest activities or childrens' parties. Notices will be displayed on the Club notice boards.
- Competent swimmers of 16 years or over are able to use the pools unsupervised.
- A maximum of 2 children under the age of 12, per adult, will be allowed into the pools. Adults aged 16 years or over can bring in a maximum of 2 children under 12 years and 2 children between 12-15 years (a maximum of 4 accompanying in total).
- Please be aware our lifeguards are on duty to ensure everyone's safety and not to supervise children.
- Only the facilities described in the membership are to be used by the member. Please note members are not able to use the outside Tennis Courts during the 6 week Summer holiday period.
- Please limit the use of mobile phones whilst in the gym and vacate the gym whilst communicating using a mobile phone.
- Any camera use (still or video) is prohibited in the Pool areas.

Facility Bookings

- Advanced bookings are required for certain facilities in the Club, these include beauty and holistic treatments, inductions and classes.
- Advanced bookings may be made either by telephoning the Club's reception or in person.
- Facility fees, where applicable, must be paid before use of the relevant facility.
- No-show fees, as published in the Club, will be charged where cancellation is not received by the Club at least 12 hours prior to the booked time, where the facility cannot be booked to another member.

Personal Training/Coaching

- All trainers are fully qualified and appointed by the Club, no other coaching is permitted unless advanced permission is gained from the Leisure Manager.

Social Activities/Hotel Guest Activities

- The Club reserves the right at any time without prior notice to set aside facilities for exhibitions, social or hotel guest activities.

Sauna

- Members and guests with the following conditions should not use the sauna: low/high blood pressure, cardiac irregularities, asthma and pregnancy. If there is any doubt, a doctor must be consulted. Swim wear must be worn in the sauna.

I agree to abide by the above club rules, accept responsibility for any guests I bring into the facility and have read the safety information relating to the pool and gym. I consent to any personal details I have provided to be stored on computer.

Name (Block Capitals): _____ Signature: _____ Date: _____

www.tlh.co.uk/aztec-gym

#AztecGymGains

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Aztec Club, Falkland Rd, Torquay, TQ2 5JJ

TLH Leisure Resort
Torquay

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