

# SEQUOIA

## MEMBERSHIP TERMS & CONDITIONS

These terms and conditions are between you ('member', 'you') and Ralph Trustees Limited (company no. 00872008), which is a company registered in England and Wales and has a registered office at 1 Hinde Street, London, W1U 2AY ('we', 'us'). References to 'Management' in these terms and conditions means either Ralph Trustees Limited or the Sequoia management team (as set out in clause 1 below), as the context requires.

### **1. Management**

The Sequoia Spa ('Sequoia') is managed by a Director and assistants appointed by the management team, who will be responsible for the operation of Sequoia in accordance with these terms and conditions.

### **2. Facilities & Hours of Opening**

Membership to Sequoia allows members to access the health and fitness facilities as outlined in the Sequoia Membership Information and Privileges document.

Sequoia will be open to receive members during the hours displayed within the Membership Information document and on the website (as updated from time to time), but these hours may be changed at the sole discretion of Management.

During bank holidays and public holidays special opening hours may apply.

Management reserves the right to close or withdraw any facility, with or without notice, for any timeframe for member health and safety, repair, refurbishment, development or other reasons that Management deem necessary, without compensation. Management will provide members with advance notice of a *planned* closure whenever possible.

Where all or part of Sequoia is closed for maintenance or refurbishment work or where Management need to withdraw facilities or services for any reason, Management will seek to ensure that any such area, facility or service is reinstated as soon as reasonably possible.

Management reserves the right to suspend some or all of the facilities on reasonable notice in order for Sequoia to host private events, activities or functions.

Where Sequoia is closed for private events, members and all users of Sequoia must honour and respect the privacy of all private events occurring, and refrain from communicating any information about the event to third parties in any medium.

### **3. Membership**

Members must be at least 16 years of age. No person under 16 years of age will be admitted to the facilities unless accompanied by an adult who shall be responsible for their safety.

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Management have the right to review and change any of the membership benefits and privileges at any time with one month's prior written notice.

### **4. Membership Application**

All potential members must complete the relevant application forms.

Acceptance of an applicant as a member of Sequoia is at the sole discretion of Management.

Membership (and therefore a member's contract with us) commences upon membership start date and payment of fees in accordance with Clause 5, at which point the member shall be entitled to all benefits and privileges of membership and shall be bound by these terms and conditions.

### **5. Payment Details, Fees & Terminations**

A joining fee is applicable to all membership categories. The joining fee is non-refundable.

In the event membership is cancelled or expires and a member wishes to re-join as a member at a later date, a new joining fee will apply.

Membership is renewed provided the renewal is accepted by Management. For Annual Membership, membership fees will become payable immediately upon approval of renewal of the membership and members hereby agree that Management may charge members for the membership fee to the credit card or other payment mechanism provided on renewal.

Failure to pay membership fees (or any instalment thereof) owing to us within 14 days of the due date will result in termination of membership and any outstanding payments will become immediately due and payable.

### **Annual Membership**

"Annual Membership" relates to a membership where fees are paid in full for a 12 month period at the beginning of the contract term.

Annual Membership members will be subject to any revised membership fees at the point of membership renewal.

We may need to change the date on which we take payment from you. In such circumstances, we will ensure payments are prorated accordingly.

In exceptional circumstances, Management may in its sole and absolute discretion, provide a refund for early termination of Annual memberships where at least one calendar months' advance notice has been given in writing by the member and, if requested by Management,

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supporting evidence has been provided. Refunds of membership fees may be subject to an administration fee.

### ***Monthly Membership***

“Monthly Membership” relates to a membership where membership fees are paid monthly by direct debit.

Monthly Membership members must pay any revised fees from the date at which they become applicable.

Membership fees for Monthly Membership are payable monthly in advance on the 1<sup>st</sup> date of each month.

If payment by direct debit is defaulted or cancelled three times within a membership year, members will immediately lose the right to continue paying by direct debit and full payment will need to be made in advance for any arrears due and/or any future annual membership fees.

A £60 charge will be levied for any direct debit that is returned unpaid.

For Monthly Membership members, one calendar month’s written notice must be given to terminate the membership, but membership cannot be terminated within the first 3 months of membership.

### ***Joint Membership***

"Joint Membership" relates to a membership where there are two or more members on the application form. Joint Membership can either be paid annually or monthly.

Those residing in the same household or are related are eligible for joint membership.

Those members under a Joint Membership will be jointly and individually responsible under these terms and conditions. This means that, for example, each joint member will be responsible for paying all the appropriate membership fees for themselves and for any other people who are Joint Members (including their guests).

If one part of the Joint Membership ceases to be a member, and the remaining member wishes to continue, the remaining member must revert to an individual membership at the prevailing rate, commencing at the start of the month following notification that one part of joint membership ceases to be a member, which must be put in writing within a month’s notice.

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### ***Other information***

Fees are subject to VAT at the prevailing rate. We reserve the right to increase fees as a result of any government or regulatory requirements.

Members must settle all charges on the day of purchase.

A 100% cancellation fee will be incurred if any spa treatment, personal training session, or other booked appointment is cancelled less than 24 hours prior to the appointment.

Any discount made available (including but not limited to food & beverage, accommodation, meetings and event space hire, personal training sessions or spa services) are for the member's personal use only, are non-transferable and subject to availability. In respect of any promotion or offer, Management may, in its absolute discretion, end or withdraw the promotion or offer without warning.

Management shall have the right to immediately terminate any membership without having to give reason for such action.

Management also reserves the right to refuse admission and/or suspend/terminate any member if:

- *In the sole discretion of Management, the member is persistently in breach of the terms and conditions, including non-payment of fees;*
- *The conduct of such member is unlawful or illegal or, at the sole discretion of Management, might be injurious to our character or interest or render the member unfit to associate with members. Such conduct may include (but is not limited to) inappropriate, violent or abusive behaviour, or the communication of information concerning Sequoia affairs or members to the media and any other behaviours proscribed by Management;*
- *Any member who wilfully, removes, damages or destroys any property belonging to us or to members or guests on the premises.*

In the event that a member, or guest of a member, removes or causes damage to or destruction of any property then the member shall be fully responsible for making good all losses, costs and liabilities suffered by those affected as a result of such damage or destruction.

Management may conduct an investigation, during which the relevant member may be asked to provide information. Irrespective of the response by the member, Management may at its sole discretion decide that the member should either be suspended, have their membership terminated (without a refund of any pre-paid fees), or take such other action as it deems appropriate.

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A member who is suspended forfeits all the privileges of membership during the period of suspension and shall not have a claim for refund of all or any part of the fees.

### **6. Change of Membership Category**

Subject to availability and subject to these terms and conditions, a member may change their membership category.

Please note that Management may add, withdraw or vary any membership category or amend conditions attaching to each category of membership by giving 30 days' written notice.

### **7. Visitors and Guests**

Any adult member may bring a guest of at least 16 years of age (proof of age may be required) to Sequoia with a valid guest pass or by paying an admission fee and shall:

- *Ensure all guests check in at Spa Reception ;*
- *Accompany the guest at all times whilst at Sequoia;*
- *Be responsible for the guest's conduct;*
- *Pay any other charges due for use of the facilities.*

During very busy times, Management may at its sole discretions restrict guest access.

Individual guests are not permitted to enter or use Sequoia's facilities more than 4 times in any one calendar year.

The following may not be admitted as guests:

- *Former members or guests who have been expelled from Sequoia; and/or*
- *Members who are under suspension (whether medically or imposed by Management).*
- *Staff members within 6 months of leaving The Grove without permission from Management*

Management reserves the right to exclude any guest from the facilities at its sole discretion and without giving any reason for doing so.

Guests may not remain in Sequoia once the member has left the premises.

### **8. Suspension Periods**

A member may apply to the Spa Director to have their membership suspended for a minimum period of 1 month and a maximum of 3 months for a medical reason.

The suspension period must be for the full calendar month and can only commence on the 1<sup>st</sup> day of the month. The option to suspend membership on medical conditions is permitted once per membership year, commencing from the start date of that membership year.

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The medical suspension must be in writing and should be addressed to the Spa Director and Membership Manager not less than 30 days prior to the first day of the period in which the member requires their membership to be suspended. This request must be accompanied by a medical certification supporting the request. Management may ask the member for an additional PAR-Q health questionnaire to be completed with the gym team on return from medical suspension.

The duration of the suspension period will be added onto the end of the membership term and the membership will recommence automatically at the end of the period requested from the 1<sup>st</sup> day of the following calendar month. Medical suspension requests applies to all annual members and those on monthly memberships. Membership continuity will not be increased until 12 fully paid months have been completed.

Please note there is no monthly fee for a medical suspension, however during this period all membership privileges will be suspended. Members on suspension will still be permitted to book treatments, however no discounts will be applied and other uses of the facility will not be permitted.

### **9. Limitation of Liability**

Management does not accept any liability for any accident, loss or damage to a member or guest that may occur on the premises or within the hotel grounds, other than liability which may arise from negligence of Management.

A member or guest who suffers an accident on our premises or in our grounds must report the accident and the circumstances under which it occurred, to the Sequoia Duty Manager immediately following the accident.

Members must not use any equipment or undertake any activity unless they are satisfied (on reasonable grounds) they are fit to do so in a safe and proper manner.

When using any equipment and facilities, members must take care to safeguard the member's own health and safety and that of other people, and members will be solely responsible for any loss or injury that members cause to themselves, other members, or guests or to the equipment or facilities to the extent that it is caused through their unsafe or improper use of the equipment or facilities or their failure to advise staff of medical conditions relevant to their use of equipment or facilities.

Management's liability for damage or loss to a member or guest's property is strictly limited to any damage or loss suffered as a result of negligence of Management, its staff, or its agents.

Management reserves the right, in its absolute discretion, to refuse to store any personal property of members or guests. Property stored in lockers provided by us is stored at the owner's risk and no liability for loss or damage thereto will be accepted by Management.

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Management is not responsible for losses suffered by members if they are:

- *Unexpected.* It was not obvious that it would happen and nothing a member said to Management before a member's membership was accepted meant Management should have expected it (so, in the law, the loss was unforeseeable).
- *Caused by a delaying event outside of Management's control.* As long as Management has taken steps set out in Clause 15.
- *Avoidable.* Something a member could have avoided by taking reasonable action, including following Management's reasonable instructions (for example, for use of equipment or the facilities).
- *A business loss.* It relates to a member's use for the purposes of their business or profession.

### **10. Reservations and Privileges**

Facilities and fitness programmes may be booked in advance and not less than 24 hour notice is required in order to cancel a booking.

Management reserves the right in its sole discretion to refuse to take a booking for a member who repeatedly cancels or fails to keep appointments for use of facilities and/or programmes.

Management, at its sole discretion, reserves the right to levy a surcharge for special classes/membership events.

Management retains and reserves the right at its sole discretion, to vary, add or remove any of the particular services and facilities provided, including the class timetable and class instructors.

Only personal trainers provided by us may be used. No personal trainers privately engaged or remunerated by members or otherwise may be used on the premises.

If, through circumstances beyond our control, we are unable to provide the full range of services as advertised in the Membership Information Pack (save for during periods of planned and unforeseen refurbishment or repair), the member may terminate their membership.

Member's points allocations are linked to membership loyalty and have no cash value to the member and are only valid to be used whilst on active membership.

Member's point allocations have a maximum validity of 12 months from issue and are pro-rated on a quarterly basis for Monthly Membership members. Member's points cannot be extended except if a medical suspension is undertaken within the membership year.

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### **11. Privacy**

Our privacy notice, which is available on the website, sets out the terms and conditions on which we process any personal data of members (or their guests) or that members (or their guests) provide.

Members and their guests should be aware that for the safety, security and other reasons, Management use CCTV in some areas of Sequoia.

The identity of members and their guests is strictly confidential. Members and their guests must refrain from identifying any members and their guests without express prior written consent of Management and the members and other individuals concerned in each case.

Members and their guests must not approach, disturb or solicit others with whom they are not personally acquainted. Doing so may lead to suspension or termination of membership.

Management and all staff members are required to adhere to the strictest confidentiality standards and pledge to maintain all records and personal information concerning the members and their guests in the strictest confidence.

Members and guests consent to us taking personal photographs for membership and security purposes.

### **12. Sequoia Events**

Management may film, video or photograph our events and activities for use in advertising, promotions, public relations and other commercial/business purposes, however all members have the option to opt out of this on booking the event.

### **13. Dissolution**

In the event of our dissolution, members shall not have any rights to, or claim upon, any of our property or be required to share in any discharge of our obligations, nor be entitled to any refund/reimbursement of annual membership or any other membership sum paid.

### **14. Amendment and Interpretation of the Terms and Conditions**

In these terms and conditions, the headings are for ease of reference only and are not to be taken into account in the interpretation of the terms and conditions.

Management reserves the right to amend these terms and conditions (including the fees) at any time (for example, to reflect changes in relevant laws and regulatory requirements, or to make minor technical adjustments and improvements), by providing members with 30 days' written

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notice in advance of the proposed change. Variation or revocation of the terms and conditions shall be deemed to have been brought to the notice of the members through written communication. If a member reasonably believes that any amendment to these terms and conditions materially impacts it negatively in any manner, then members can contact the Spa Director on [debbie.rogers@thegrove.co.uk](mailto:debbie.rogers@thegrove.co.uk).

### **15. Events Outside of Our Control**

Management shall not be deemed in breach of these terms and conditions by any reason or of any delay in performing, or any failure to perform, any of the obligations in respect of these terms and conditions, if the delay or failure was due to any cause beyond Management's control, including, but not limited to, act of God, explosions, actual or suspected terrorist attacks, floods, fire or accident, war or threat of war, sabotage or civil disturbance, prohibitions, or measures of any kind on the part of the government, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes. If such events occur, Management will contact members as soon as possible to let members know and Management will do what it can to reduce the delay.

### **16. Governing Law**

These terms and conditions are governed by English law and wherever you live you can bring claims against Management in the English courts. Management can claim against members in the courts of the country the member lives in.

### **17. Miscellaneous**

Nobody else has any rights under these terms and conditions. These terms and conditions are between Management and you.

If a court or other authority decides that some of these terms and conditions are unlawful, the rest will continue to apply.

Management might not immediately chase members for not doing something (such as payment) or for doing something members are not allowed to, but that does not mean Management cannot do it later.

### **18. Complaints**

Management operates a complaints handling procedure that will be used to try to resolve disputes when they first arise. Members are asked to let please let the Membership Team know of any complaints or comments and they will do their best to resolve any problems.

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I hereby agree to and accept the terms and conditions outlined in this document, and by my signature below, acknowledge my understanding and commitment to abide by them.

*Signed by:*

*Name:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Signature:* \_\_\_\_\_