

## **Evergreen Spa**

### **Pregnancy**

At Evergreen Spa we offer a range of pampering treatments suitable for you during this special time. These are suitable after the first trimester (12 weeks). Please discuss with our spa team who can advise you which treatments apply.

### **Minimum Age**

The minimum age to have a spa treatment or spa package is 16 years of age anyone aged 16 and 17 must be accompanied by an adult. The Club Spa is a member's only club and day spa for visitors. There will be children using the facilities and school holiday times may be particularly busy in the swimming pool and on the poolside.

### **Group Bookings**

We welcome group bookings to celebrate special occasions and as a place to relax and unwind with friends. However, please be aware that we do not allow any celebratory attire at any time during your visit to the spa or on the hotel grounds. The management reserves the right to ask you to remove any items that are deemed unacceptable.

### **Food Allergies and Intolerances**

Please advise at the time of booking if you or anyone in your party has any dietary requirements or intolerances.

### **Late Arrivals and Cancellations**

Arriving late for your scheduled appointment will unfortunately result in a reduced treatment time and full payment will still be charged. If you do not attend a scheduled treatment, full payment will still be charged. Cancellations- Should you need to cancel your appointment, we require 24 hours' notice or 50% will be charged.

Spa day cancellations - Full payment for Spa Days is required at the time of booking and in the event that you need to cancel or re-arrange we will happily re-arrange your spa day if you cancel within 48 hours of the arrival time.

### **Treatments**

We advise that you arrive 15-minutes prior to your package start time to ensure no treatments are missed and that you enjoy full use of the spa. If for any reason you cannot arrive at the arrival time or you need to leave early, please advise our reservations team at the time of booking as failing to do so may result in missed treatments and no refunds will be given.

Upon arrival if you wish to change anything such as dining times, please speak to a member of the reservations team who will do their utmost to assist you. During busy times we cannot not always be able to accommodate your request. For group bookings we cannot guarantee the same or similar treatment times. If you are arranging a group booking, please advise us.

### **Additional Spa Treatments**

We recommend you book any additional treatments prior to arrival to avoid disappointment.

### **ClubSpa@Kenwick – Rule book**

The Club shall be called "ClubSpa at Kenwick" (the Company) which is wholly owned Away Resorts. Registered in England No 02685788.

## **Rules**

Memberships are non-transferable including certificates, the certificates hold no monetary value.

Management of the Club. The affairs of the Club shall be managed by Kenwick Park in whose hands the general management of the Club and the making and enforcing the rules of the Club are vested, the company shall have power after or without consultation with any of the members to alter such rules as they may think necessary or appropriate.

Each full member shall be bound to pay a minimum of one year's subscription either by annual or monthly instalments with effect from admission and subject a rolling contract with 60 days' notice prior to the 1st of each calendar month, for any cancellation. Memberships will continue on a rolling basis if paid for by direct debit or to a nominated card.

Annual memberships will be payable prior to the end of the anniversary date, failure to do so will make the membership null and void, and any joining fees will need to be paid for to renew the membership within 20 days of expiry of the preceding membership expiry.

## **Membership Passes**

Membership passes are personal to each member and shall not be lent, sold, hired, or otherwise allowed to be used by any other person. Any member found to be guilty of a breach of this rule shall be liable of forfeiture of their membership. Members must produce their membership passes to gain access to the Club. A member unable to do so may gain access daily by obtaining a daily pass in return for a fee as set by the company from time to time. No recompense will be offered if the membership is terminated by Kenwick Park, if members allow their passes to be used by others.

## **Default in Payment of Sums due to the Club**

If a member fails to pay any subscription fee or other monies payable to the Club within 20 days of the due date or if the direct debit instruction of a Member is cancelled, they shall cease to be a member of the Club, their membership shall be cancelled by the Club. The company shall have the power to reinstate any such member on cause satisfactory to the company being shown for non-payment or cancellation. Any member who shall for any reason whatsoever cease to be a Member shall remain liable for any unpaid subscriptions or other monies due to the Club.

## **Expulsion from the Club**

The Company may expel from the Club any member whose conduct is such as shall in their opinion to injurious to the character of the Club, or the interests of the Members or if they shall be or has been deemed to be in breach of any rules of the Club. Before a member is expelled their conduct shall be enquired into by the company, and they shall be given such opportunity to defend the situation, to justify and explain their conduct as the company shall in its absolute discretion, they think appropriate.

Any Member who is expelled shall immediately cease to be a member and shall forfeit all privileges of membership and all rights against the Club. The final decision will remain with Kenwick Park Management.

## **Liability of the Club**

The Club accepts no responsibility whatsoever for the money valuables or other property of the Members of Member's guests left in the lockers, dressing rooms or anywhere else on the Club's premises. Unmarked clothes footwear and any other property whatsoever left on the Club's premises will be disposed of by the Club if not claimed within one month. The Club accepts no responsibility for vehicles left on the Club's premises. Owners or users must accept full responsibility for vehicles left on the Club's premises. Owners or users must accept full responsibility for the safety of his vehicles and contents. Vehicles may only be parked in the areas designated for car parking and to not cause an obstruction to other vehicles. Vehicles shall not be left overnight except with prior permission of the Club.

Member's friends may be admitted as bona fide guests and may use any of the Club's facilities subject to the presentation of a guest registration card on admission to the Club and payment of the appropriate fee prior to the use of the Club facilities. The club reserves the right to refuse admission to any guest without assigning any reason therefore. Guests' names must be entered in the register of guests maintained by the Club and must be signed by a member on each visit. No guests may be introduced into the Club more than six times in any one calendar year, provided there shall be no limit on the introduction of guests for the purpose of using the Club's eating areas.

### **Children of members**

No child under the age of 16 may enter the Club unless accompanied by an adult. Such children must be kept under the control of an adult whilst anywhere in the Club and must leave the Club no later than 7.30pm Monday to Friday. Parents must ensure that any children under their control cause as little inconvenience as possible to the other members. Children of members (who are themselves members) and Junior members may be subject to restrictions of use of the Club facilities as laid down from time to time by the Company.

The pool and wet area's are deemed un-lifeguarded, all members and guest must comply to the ratios as depicted on entry to the club, to adhere to Health & Safety policies.

### **Bookings**

Members (but not guests) may be able to book certain activities at the club. When you book and pay for any personal training sessions, we cannot guarantee that a particular personal trainer will be available. We will not refund payments you have made for any personal training sessions you have not taken when a personal trainer was available.

### **Fitness Facilities**

Before you start using the gym or fitness facilities, you must fill in a medical questionnaire. We recommend that you also have a supervised induction session with one of our qualified well-being advisors. It is your responsibility to book this session and attend. If you don't, you accept responsibility for any damage or injury you may suffer from using the fitness facilities incorrectly. If we have any concerns about your exercise questionnaire or any health assessment, we may not let you exercise.

You must tell the club manager or qualified well-being advisor if there are any circumstances affecting your health that may be made worse by continuing to use the fitness facilities. You should keep this information up to date throughout your membership. When filling in any exercise questionnaire or taking part in a health assessment, your answers must be honest, accurate and up to date. we cannot accept any liability for incorrect advice we may give as a

result of answers that are false, inaccurate, or out of date. You should not use any item of the gym equipment unless you are sure you know how to use it safely. If you are not sure ask for advice by a qualified well-being advisor.

We may refuse to let you take part in an exercise class if you arrive after the class has started.

If any health assessment or exercise questionnaire shows that you could be at an increased risk of illness or injury while exercising, we will advise you to get approval from your doctor before you continue to exercise. We do not accept any liability if you fail to follow our advice.

### **Swimming Pool**

You must shower, using the showers provided on the pool side before you enter the swimming pool. You are not allowed to use snorkels, mask, fins, or flippers in the swimming pool except during coached sessions and activities undertaken by Kenwick Park. The wet areas remain exclusive for members and hotel guests between 06:30 and 11.00 and after 19:00 (subject to change). Outside these times the facility is non exclusive to other park clients.

No photography either poolside or in the viewing area maybe used at any time, this is to protect all of our clients using the facility.

### **Saunas, steam rooms, spa baths, tepidarium, hydrotherapy pool and ice room**

Members and guests who:

- a. Have low blood pressure.
- b. Have heart problems.
- c. Have asthma; or
- d. Are pregnant,

Must not use the saunas, steam rooms, spa baths tepidarium, hydrotherapy pool or ice room. You must consult your doctor before using these facilities. You must shower, using the showers provided on the pool side, before entering the sauna, steam rooms, spa baths, tepidarium, hydrotherapy pool and ice room.

For your own safety, you must not spend more than the recommended time in the sauna. The time limit is set out in the guidelines displayed outside the sauna. When in the sauna, steam room spa baths, tepidarium, hydrotherapy pool and ice room you must wear a swimming costume that is appropriate.

### **General**

No member shall use the address of the Club for business purposes.

Photo ID will be uploaded onto the clubs system to prevent fraudulent use of membership cards.

All provisions, wines spirits, liquors or excisable article shall be under the control of the company for the benefit of the members, their guests, or employees of the Club. The club has a full on licence as part of the Kenwick Park Estate, and failure to adhere to licensing laws will result in removal by the licence holder, DPS or nominated manager.

All data is held electronically under GDPR guidelines.

The management cannot be held responsible for failure of equipment and plant machinery, and no recompense will be due for such failures of the above equipment.

While we understand that social media plays a part in society, we respectfully request that any posts in the public domain have consideration to the business and the wider audience. Use of staff names and profiles will not be permissible.

In the event of a pandemic or force majeure prevails, any memberships will be kept in credit until such a time the facility can re-open, no monies will be reimbursed

Each facility may have different opening times. For example, the pool may close a while before the club closes to allow members enough time to shower and change. Certain pool-based exercise classes will prevent normal pool use temporarily, these will be noted.

Facilities are available on a 'first come first served' basis. And we are not responsible if any equipment, facility, or service is not available because another member is using it or the maximum number of people allowed (for example, in the pool or an exercise class) has been reached.

You must keep to the rules and regulations that apply at the club. We may make reasonable changes to the rules and regulations that apply at the club, but we will tell you about these changes via TRYBE our online portal.

As your safety is our main priority, you are not allowed to bring crockery, glass, or food into the fitness area, changing rooms, studios, courts, or pool areas.

Fire exits are clearly marked throughout the club, and you must not interfere with them. If the fire alarm sounds, you must leave the premises through the nearest safety exit and make your way to the assembly point outside.

While you are at the club, you must behave appropriately, respectfully, and politely at all times. We can prevent you from entering the club, or ask you to leave, if we think that your behaviour or appearance is not suitable.

In the café-bar area you can only eat the food we provide.

### **Disputes**

Any dispute or difference which may arise as to the meaning or interpretation of the rules shall be determined by the Company whose decision shall be final and binding upon all members of the Club. The final decision will be made by the General Manager.

Revised May 2023