WYE LEISURE

Herefordshire's Premier Health & Leisure Club

Rules and Byelaws

Version: 1-2015/A

INTERPRETATION

1. The name of the Club is, Wye Leisure Health and Leisure Club. ("The club")
2. The club is owned by Wye Leisure Limited, ("the proprietor") company registration number 3926356.
3. The clubs premises are located at Fownhope, Hereford. HR1 4PE.
4. Paragraph headings of these rules and byelaws shall not affect their interpretation.

MEMBERSHIP & OTHER PERSONAL DATA

5. Wye Leisure Limited will ensure that it complies at all times with the provisions and obligations imposed by the Data Protection Act 1998 and will maintain a duty of confidentiality to all customers of Wye Leisure Limited.
6. It may be that some of the personal information you give us (for instance about your lifestyle or health) is sensitive personal data within the meaning of the Data Protection Act 1998. Any such information ("sensitive information") will only be disclosed with your expressed consent.
7. It may be that you provide to us details of credit or debit cards or bank accounts in order to make payments to us. Any such information ("confidential financial information") will be dealt with as described above.
8. Membership information will only be discussed with the corresponding member and security questions to validate we are dealing with the correct person will be carried out to confirm we are dealing with the correct people. It will be a requirement for every member to provide one up to date picture (taken on joining, by the club) of which this picture will be used to confirm identities when dealing with members and guests at the club.
9. We may use personal information collected about you to personalise your visits to Wye Leisure and recommend goods or services to you. We also use the information to help us develop and improve Wye Leisure to ensure that your club experience is as useful and enjoyable as possible.
10. We may use personal information collected about you to let you know about changes to Wye Leisure
11. Sometimes (and only in accordance with any preferences selected by you) companies affiliated with Wye Leisure Limited might use the personal information collected about you to let you know about, new goods, services or offers that you might find interesting. If you do not wish for us to share your information with companies affiliated with Wye Leisure please do not hesitate to inform us of your decision

MEMBERSHIP

12. The memberships of the club consist of Full Time and Off Peak (and such other categories of membership as the proprietor may decide).
13. Every candidate for membership must be 17 years of age or over, unless accompanied by a person above this age.
14. Partner / Joint membership is available.
15. Junior membership is available to persons aged 12 to 16 years. Child membership is available to children aged 5 to 11 years. (Both on the proviso that the junior or child are legally adopted or in the care of a dedicated guardian who is also a fee paying member of the club). All children under the age of 5 are entitled to use the club free of charge. On all visits to the club a Child or Junior member is the responsibility of and must be accompanied at all times in all areas of the club by a fee paying adult member (exception to this rule would be the U16 gymnasium timings or within classes for the purpose).
16. Upon joining a "Head Member" shall be nominated to act on behalf of the membership and shall have the power to bind the other members on that membership. The "Head member" shall always be the member paying the subscription fee. Therefore any change in membership category may result in a new "Head member" being nominated.
17. The nominated head member must ensure that they educate the other members on their membership of the rules and byelaws of the club. More copies of these rules and byelaws can be obtained from the club reception or from our website. The head member will be responsible for the actions of all other members on his or hers membership.
18. All memberships of the club with exception to the junior and child memberships, allow members to use all facilities of the club subject to facility charges where relevant. The proprietor reserves the right to refuse admission and/or suspend and/or expel any member forthwith if the member uses parts of the club beyond the entitlement of his or her membership category.
19. Members should take note of when their membership allows them to use the club and may not use any of the clubs facilities after the time specified, unless it is for a social function or class organised by the club for which they have booked and paid in advance. Members making use of the Pool Hall facilities or Gymnasium 30 minutes after their membership entitlement has ended will be charged a fee to upgrade their membership category for that session of use.
20. All adult members are allowed to sponsor two individuals only for the voucher/entries scheme.
21. Entries purchased are valid until used but are not transferable and non-refundable.
22. Entries do not allow access to land based exercise classes, nor do they allow the right to bring in additional guest.

APPLICATION FOR MEMBERSHIP

23. Applications for membership must be on the forms provided for that purpose and must be legible. Some scheme memberships can only be applied for via an on-line portal.
24. Candidates may be subject to an interview prior to a membership being taken.
25. Acceptance for membership is at the sole discretion of the proprietor who need give no reasons for refusing an application for membership.
26. When the joining fee of an applicant has been paid and the proprietor has accepted his or her application for membership and he or she is a member of the club and is entitled to all of the privileges of the membership (once paid for) and shall be bound by the club rules.
27. Once your application has been processed each member will be required to pose for a photograph, which will be stored on our database together with your personal data. This photograph will be used for reference purposes each time you make use of the club. You may be asked to refresh your picture as and when necessary. Any person who refuses to have their picture taken may have their membership terminated.
28. Each member of the club will be issued with a membership card and/or key which shall remain the property of the proprietor and which in so far as practicable a member should carry this card/key at all times whilst on the clubs premises. If requested to do so by an authorised official of the club a member shall produce his or her membership card. Each member of the club will be required to check in with their card/key on the main gates located at reception upon the arrival of the club. Any members who have forgot their membership card must notify a member of staff before entering through the gate in reception where a temporary card will be issued for that days use. A fee will be charged for the rental of the borrowed card and the card must be returned on exiting the club. The club reserves the right to levy an admission charge for the issue to a member of a replacement card. Upon termination of the membership the membership card and/or key must on demand be returned to the proprietor.
29. Any member found giving their membership card to another person whom is not a member or found giving a membership card which would allow a user of the club with a lower category membership to your own use of an activity or area not covered in their

membership and this person makes use of the club or makes use of areas of the club which is not permitted on their own membership, both yourself and the person making the offence will be charged a fee for the difference in membership together with an administration cost of £20.00, and both parties could be expelled from the club or stopped from using the club as a guest.

30. Membership is not transferable.

MEMBERSHIP FEE AND TARIFFS

31. Upon registration as a member a joining fee is payable to the proprietor, which shall in no circumstances be refundable. If a member ceases membership (for whatever reason) and then re-joins he or she will be liable to pay the prevailing joining fee upon re-joining.
32. In addition to the joining fee a subscription fee shall be payable by or on behalf of each member of the club. Failure to pay the subscription fee will result in the use of the facilities and any privileges being removed and/or entrance to the club being denied.
33. The amount of the joining fees and subscription fees shall be at the absolute discretion of the proprietor and may vary from time to time. The proprietor of any such variations will give notice. Joining fees and membership fees are not refundable, however if deemed appropriate and if authorised by Wye Leisure directors, a refund for any remaining, unused membership may be refunded but an administration fee will be deducted. This fee will be 5% off the refund value or a minimum of £5.00.
34. The proprietor reserves the right to: (a) charge different fees for different categories of membership. (b) Vary the fee payable in respect of each category of membership.
35. The subscription fee shall be paid in full in advance for a twelve month duration (Annual Membership) or by quarterly payments (Quarterly Membership) of which we offer the choice of a direct debit facility or monthly payments (Monthly Membership) in the form of direct debit payments only.
36. If paying for your subscription by any means other than Direct Debit, notification of your subscription renewal will be sent to the address given or emailed to an address as stated on joining. Twenty eight days after your subscription became due, your membership will be blocked and payment must be made to the club before your next visit. We ask that payment be made immediately after receiving the reminder letter or email and would remind all members opting to pay by any other means other than Direct Debit that the club will not be held responsible for any subscription reminders that fail to be delivered and that duplicate reminder letters / email will not be issued. The club may notify you that your membership is due whilst at the premises or over the telephone. In this instance the subscription fee should be paid either whilst using the club or as soon as possible after leaving / or arriving at the premises by either sending a cheque to the club, calling the club to make a payment over the telephone, using our online payment facility, by transferring the funds by bank transfer or making a payment whilst at the premises. Payments for subscriptions will always be back-dated to the original renewal date.
37. Members who know that they will not be able to make payment by the 28th day after their due date (Members who will be away on holiday etc) may arrange with officials of the club in writing before their due date, of their circumstances and pay on their return. Once payment has been received the payment will be backdated to the original due date. This option is offered only by discretion of the proprietor. In such circumstances a reason for refusing this option may not be given.
38. If payment is not made by the due date, and you or any member associated with your membership tries to makes use of the club, they will be asked to make payment immediately or entry to the club will be refused.
39. If payment for subscriptions has not been made fourteen days after the date due, your membership will be frozen. The proprietor reserves the right to levy in respect of each person to be re-instated an administration charge.
40. If payment for subscriptions has not been made twenty-eight days after the date due, your membership will be lapsed. Any member's details that have been lapsed and this member wishes to re-join will be made to re-apply to the club and will be subject to another joining fee.
41. In the event of the failure of any payment by a member, by variable Direct Debit, by any unpaid cheque, credit or debit card payment being returned or by any other un-paid return, the proprietor reserves the right to levy in respect of each such failure an administration charge.
42. Tariff charges are payable in respect of the use of certain facilities at the club by members. Details of such tariffs are available from reception. The proprietor reserves the right to alter such charges from time to time.

CREDIT SYSTEM & PAYMENT OF GOODS TAKEN

43. Members of the club are able to add money to a credit facility as long as the membership category taken out allows for this facility. Any member adding any money to this credit facility should note that the funds will automatically be governed and controlled by the clubs "Credit Bonus Scheme" terms and condition which are in addition to these rules and byelaws. A copy of the terms and conditions can be obtained from the club reception or can be downloaded from our website.
44. Membership terminations are dealt with as detailed within these rules and byelaws. Any member terminating their membership whom has accrued credit on their account and wishes to receive a refund of this credit must specify their intentions of this in writing in addition to giving instructions to terminate any membership as the club will not automatically refund any remaining credit held. Details of credit refunds can be found with the Credit Bonus Scheme terms and conditions.
45. Any member or guest may purchase goods from the proprietor or any other facility or organisation selling items on behalf of the proprietor, within the club grounds or at any organised event. These items must be paid for on exiting the club or as set out by the proprietor. If in the instance payment can not be made and with the agreement of the duty manager, members and guests may be allowed to exit the club or event after completing and signing a "Notice of Open Sale" form and agree in full to the payment rules as set out within this form. Any member refusing to complete this form in the eyes of the proprietor will still be considered to be bound by these rules and will be dealt with as detailed. A copy of these addition rules can be obtained from the club reception and will be issued on the day the sale can not be completed.

CHANGE OF MEMBERSHIP CATEGORY

46. If a member on a lower category than of the Full Time membership requires to use the facilities of the club in the hours that of which their membership does not allow, they may use the facilities in the form of a membership upgrade, for this they will be subject to an admission charge payable on entering the club.
47. A member may upgrade their membership category at any time subject to the terms and conditions of that category and provided that the membership in question is available for purchase from the club. In the event of such an upgrade the proprietor reserves the right to levy in respect of each member an administration charge.
48. The original cost of the joining fee paid in order to become a member shall be credited towards the joining fee of the new membership category. The proprietor reserves the right to charge any difference at this time between the initial joining fee paid and the current joining fee for the membership in question.
49. A member may change their membership type from a single to joint membership at any time as long as the additional membership is available for purchase from the club. In the event of such an upgrade the original cost of the single joining fee paid in order to become a single member shall be credited towards the joining fee of the new joint membership category. The proprietor reserves

the right to charge any difference at this time between the initial single joining fee paid and the current joint joining fee for the membership in question.

a. Additional persons being added to current memberships at the club would normally be added on the next renewal date. Club management will need to be notified at this time so that a membership price can be obtained for the interim period.

50. The proprietor will automatically upgrade child and junior memberships to the appropriate membership tariff upon the relevant birthday.
51. Upon this time, the proprietor reserves the right to levy in respect of the upgrade an administration charge.
52. In the event that a partner member no longer wishes to remain as a partner member, the individual and the partner may become two single individual members by notifying the club in writing and by commencing the payment of two single individual membership subscriptions fees, where appropriate in the month immediately following the notice to the club. The original cost of the joining fee paid in order to become a partner member may be applied towards the current cost of the joining fee for the relevant class of individual membership. Upon this time the proprietor reserves the right to levy in respect of each member an administration charge.

VISITORS AND GUESTS

53. Any member of the club aged 17 years or over may bring up to two guests to the club at any one time. Each guest must complete the guest registration form which the member must verify as correct and be accompanied at all times by the member who has brought the guest/guests to the club who shall be responsible for his or hers conduct.
54. The proprietor reserves the right to charge each guest a guest fee for entry to the club in addition to the normal tariffs payable for the use of the clubs facilities.
55. The club rules apply equally to members and their guests. Members have the duty to ensure that each of their guests is/are aware of all of the clubs rules and should draw particular attention to the clubs rules in so far as they affect matters of the health and safety and the use of any equipment, prior to visiting the club.
56. The following people may not be admitted as guests, Former members who have been expelled, persons who have applied for membership and have been rejected, any person whom has been barred from the licenced areas and such other persons as the proprietor may in absolute discretion decide from time to time.
57. Guests on the entries scheme are not entitled to bring in guests to use the club, unless agreed with by the Duty Manager on the day they wish to use the club - all guests will be charged standard guest fees.

CORPORATE INDIVIDUAL MEMBERSHIP SCHEME

58. The proprietor may at its absolute discretion from time to time offer a corporate scheme
59. Application for a corporate membership scheme should be made in writing on company/your organisation letter headed paper, and sent to the clubs address.
60. The scheme is governed by additional rules/terms and conditions in addition to these – Please ask for a copy or download from our website.

THE CLUB RULES

61. The proprietor from time to time may vary and revoke the club rules for the regulations of the affairs of the club and shall provide up to date versions of these rules on our website.
62. Until revoked the club rules are binding on the members and their guests.

TERMINATION OF MEMBERSHIP

63. Memberships are continuous. However, any member wishing to resign his or her membership may do so at any time upon giving written notice to the proprietor of the club, such written notice may be submitted by email to info@wyeleisure.com
64. Any member who fails to pay the subscription fee or any other amounts due within 14 days of demand or ceases to pay the subscription fee monthly, quarterly or annually by variable Direct Debit, cheque, credit or debit card or cash will be sent one written notification by the proprietor requesting payment by post or email. If 14 days after such notification the outstanding subscription fee has not been paid the membership will be cancelled at the absolute discretion of the proprietor and the remainder of the subscription fee and any other amounts due for the period from such cancellation shall be forthwith due and payable in such circumstances no refund of any joining fee paid will be made.
65. The proprietor reserves the right to refuse admission and or suspend and or expel any member forthwith if, in the opinion of the proprietor that the member is persistently in breach of the club rules or the conduct of such member might in the reasonable opinion of the proprietor be injurious to the character or the interest of the club or render such member unfit to associate with members or staff of the club or the member uses part of the club beyond the entailment of his or her membership other than booking for the use of the facility and paying in full prior to engaging in the activity.
66. Before a member is expelled or suspended the alleged conduct and or breach of the club rules of the member or members concerned shall be inquired into and the person involved shall be given the opportunity to defend him or herself and justify or explain his or her behaviour.
67. If having enquired into events the proprietor is of the opinion that the member is guilty of such conduct and or breach of the club rules as mentioned above and has failed to provide a satisfactory justification or explanation or feels such that for the member in question to carry on with membership will cause ongoing problems in the future, the proprietor at its absolute discretion may expel the offender.
68. A member expelled forfeits all the privileges of membership without claim for any refund of any part of the joining or subscription fee.
69. The proprietor shall have in any event the right at its absolute discretion to terminate the membership of any member on no less than 28 days notice

OPENING HOURS AND USE OF THE FACILITIES

70. With the exception of public holidays and during the festive season when opening hours may vary and subject to the discretion of the proprietor the club will be open 7 days of the week. Mondays – Fridays' 7.00am till 10.30pm, Saturdays and Bank Holidays 8.00am till 10.30pm, Sunday's 8.30am till 10.30pm.
71. Other areas of the club operate separate opening times e.g. The Terrace Bar, Health and Beauty / Spa Areas etc… Please refer to our website for these opening times.
72. During periods of extreme weather the proprietor may deem it appropriate to close the club without notice. At such times an answerphone message will be set up on the main 01432 860860 number. In such circumstances please call before visiting.
73. A member is entitled to use the facilities of the club provided always that the club at any time and without penalty may withdraw all or part of the clubs facilities for any period or periods and with or without notice in connection with any cleaning, repairs, alterations, maintenance work or for any other reason which the proprietor of the club may deem appropriate.
74. Full time members may have full use of the club between the normal opening times.

75. Off Peak members may not enter the clubs facilities before 9.00 am and departing by 4.00pm Mondays –Fridays. Saturdays, Sundays and Bank Holidays, entry is not before 9.00am and departing by 12noon.
76. Evening members (note this membership is discontinued) may not enter the clubs facilities before 7.00pm and departing by 10.30pm Monday – Friday. Saturday, Sundays and Bank holidays, entry is not before 6.00pm and departing by 10.30pm

CHILDREN AND JUNIORS

77. Children aged 15 or below may only use the club if supervised at all times in all areas by an adult member. At no time are children to be left alone in any area of the club under the age of 15 years, except by special arrangement with the proprietor.
78. A fee paying adult member must remain on the clubs premises whilst they have children or juniors on the clubs premises and parents or legal guardians or adults who bring children or juniors onto the clubs premises are fully responsible for the behaviour and actions of such children or juniors at all times.
79. Children aged 16 or under are prohibited to enter the adult only pool hall at any time unless permission has been granted by the general or duty manager.
80. The proprietor provides specific sessions in the gymnasium facility for juniors between the age of 14 and 16. Juniors between these ages may only make use of the gymnasium facility between these times unless the proprietor has set on a specific session in addition to the sessions advertised or a general arrangement has be made.

USE OF SPORT AND LEISURE FACILITIES AT THE CLUB

81. Members and their guests are particularly advised not to take strenuous physical activities for which they might be physically unfit. Members and guests who have any reservation as to their physical condition are advised to have a medical check- up before commencing with membership. All members must ensure that their guests sign the appropriate disclaimer form before using any of the sports and leisure facilities at the club. The management reserves the right at any time to prevent any member of the club from using any of the sports and leisure facilities at the club and in doing so shall not require to provide any explanation for taking such action.
82. Before undertaking any activity within the fitness suite/gymnasium and/or class, your will be required to complete a Physical Activity Readiness Questionnaire PARQ. Please note that if required our trainers deem it appropriate, we may ask for your doctors consent to undertake activities or classes.
83. Members with a contagious condition may not use the club and ideally should refrain from visiting the club until fully recovered.

SMOKING

84. Smoking is only allowed in the clubs car park and within the Terrace Bar Patio area where ashtrays must be used at all times.

DRESS CODES AND BEHAVIOUR

85. All members are asked to wear a form of dress appropriate to the place, occasion and time of day at the club. Members will on occasions be expected to be presentably attired when entering the club and may be refused entrance or asked to leave or change once admitted if in the opinion of the proprietor they are not suitably attired.
86. Members are expected to conduct themselves in an appropriate manner in keeping with the image of the club ands its members, and not to behave in an antisocial manner or in any way that could cause harm to yourself or others.
87. Members attending the fitness suite must have a suitable towel for the purpose of cleaning the equipment after use, and shoes and shirts must be worn at all times.
88. Members using the Sauna, Steam room and all other facilities in the pool hall area, which could be engaged for use, by another member, will require you to wear swimming trunks/shorts or swimming costumes at all times.
89. Members and guests using any of the pools, spa pools or facilities within the pool halls should not wear any form of jewellery or the like and the proprietor will not accept any responsibility for any jewellery which becomes damaged due to corrosion, tarnishing or the effects of heat and chlorine.
90. Members and other club users making use of the Terrace Bar should refrain from entering these areas whilst wearing swimming costumes or gym attire and we politely ask that you change before entering these areas.
91. Children are allowed into the Terrace Bar as long as they are well behaved and are accompanied at all times by a suitable adult. Disruptive children and/or adults will be asked to leave these areas if deem appropriate by the duty manager or licensee.

GYMNASIUM

92. On undertaking your orientation process / induction you will note that the gymnasium / fitness suite will issue an additional set of rules specific to the gymnasium / fitness suite. These rules are in addition to these rules and byelaws and are binding on all members at all times.
93. All members are advised to undergo the full orientation process before using the gymnasium.
    a. The orientation process is split into more than one segment and we advise all members to undergo all sections to ensure they are using the gymnasium correctly and safely, however as a minimum all members must undergo the first stage of the orientation process at which point if in the opinion of the instructor the member needs to be referred to their GP the member will be refused access to the gymnasium until the proprietor has received written notification from the members GP that the member can make use of the facility.
94. All members and guests must sign into the gym using the Technogym System Wellness Experts using their membership key. Any member not signing into the system before making use of any gymnasium facility will be asked to sign in or leave the gymnasium.
95. Members not making use of the gymnasium facility for more than six months will have their details removed and their data gained will be lost. Members can re-register to use the gymnasium at anytime as long as their membership allows, but will need to re-book and undergo the first part of the orientation process beforehand.
96. All guests using the gymnasium must undergo the full orientation process or be supervised by a member who has undergone a full orientation of the gymnasium equipment at all times while in the gym.
97. Children below the age of 14 years are not permitted to use the gymnasium at any time.
98. Children between the ages of 14 to 16 are only permitted to use the gymnasium at specific times, unless the approval of the proprietor has been given.
    a. The hours that under 16's may use the gym are:

Thursday	5:00pm – 7:30pm
Saturday	5:00pm – 8:00pm
Sunday	10:00am – 1:00pm
Tuesday	4:00pm – 7:00pm *(During School Holidays Only)*

    b. Any person under the age of 16 allowed use of the gymnasium must forego a full induction, a fitness assessment and be given instruction of the machines deemed fit for use for the individual, by the trainer.
    c. People under the age of 16, who are allowed use of the gymnasium equipment, are permitted use of the cardiovascular equipment and the machine weights area during the specified times only, and at no time are they allowed use of any free weights.

d. All under 16's using the gym must have a membership and must sign in at all times, otherwise they will be asked to leave the gym.
e. Any person given use of the gymnasium under the age of 16 will not be able to book for any free organised activity, event or class without getting the prior approval of the instructor and paying for each session booked in addition to their membership fee.
f. The use of the gymnasium for members under the age of 16 may be withdrawn at any time, at the discretion of the management.
g. No under 16 may bring another under 16 as a guest of the gym.
h. Any under 16 not using the gym equipment correctly and for the purpose it is intended for, will be asked to leave the gym.

99. The proprietor will except no responsibility for any injury caused from using any equipment or machinery in the incorrect manner.
100. Inappropriate behaviour, bad language and improper use of the gym equipment will not be tolerated and may consequate in expulsion from the club.
101. In the interest of health and safety within Wye Leisure, we do not allow babies or children in the gymnasium at anytime.

CLASSES AND EVENTS

102. Any classes organised by the proprietor may be attended by members and guests pending that they have not been previously banned or expelled from the club. Fees and payment will depend on the type of event you are attending / booking in for and any membership privileges your membership category may have. The club operates a separate set of rules / terms and conditions which are binding on all members and guest making reservations for any organised event / class. A copy of these rules can be obtained from the club reception or can be downloaded from our website.

SWIMMING POOLS AND SURROUND FACILITIES

103. Running, jumping or diving is not permitted in any of the pools/ pool halls within the club.
104. Anyone seen running, jumping or diving will be asked by appropriate members of staff to stop doing so, if this continues it may result in the person at hand being asked to leave the pool halls.
105. Children under the age of 16 years must be supervised at all times in all areas of the pool hall by a fee paying adult member.
106. The pools are provided for normal day to day use by any member with the appropriate membership, but will be taken out of action during specified times of the week for organised events e.g. Aqua Aerobics or for maintenance. During these organised events including any time needed to set up and to tidy the pool hall the relevant pool area is off limits to all members unless you are attending the organised event. All members must shower before entering the pool or spa after any organised event.
107. Inappropriate behaviour within any of the pool halls may result in the member/guest being asked to leave and/or may result in expulsion.
108. The following items are not permitted for use in any pool at Wye Leisure, unless they are being used as part of a company run session e.g. aqua aerobics etc. Or any other item which the proprietor in its absolute discretion considers to be detrimental to the use of the pools and their environments, are not permitted:
    1. Lilos
    2. Balls
    3. Large Inflatable Toys
    4. Ridged Inflatable Woggles
    5. Face Masks
    6. Snorkels
    7. Flippers
    8. Rubber Rings

    Please note that all officials of Wye Leisure will constantly monitor the use of the above equipment. Any person found using any article in any way other than the way designed by the manufacture, will be asked to stop use of the article.
109. Club users may use personal music devises, iPads, Kindles or similar devices, but these devises must be used with earphones only so not to disturb any other user and must not be plugged into any main electric outlet.
110. Members are asked to wear conventional costumes at all times.
111. No shaving, spiting or urinating is permitted in any of the facilities located in the pool hall.
112. The use of any scent or oils or liquid is prohibited, in or on any of the clubs facilities other than the scents or oils or liquids or any other additions selected for use by the proprietor, or if the proprietor has given its consent for any member to use such any item on their equipment or machine.
113. Members must abide by the rules specified in this booklet, and also take note of any other poster informing the member or members of any rule change or addition to these rules located in the pool hall, changing rooms and reception areas.

CHANGING ROOMS.

114. No children are allowed in the changing room of the opposite sex once they are mature enough to change unaided.
115. For security reasons members are advised to ensure that they store all personal belongings in the lockers provided. Lockers are provided on a daily basis and any item left overnight will be removed the following day, and dealt with as lost property as detailed.

SAFETY AND HYGIENE

116. In the interest of safety NO GLASS of ANY TYPE is permitted in the swimming pools, surrounding areas of the swimming pools, saunas, steam rooms or changing rooms. Please note if any glass item is broken in any of the pools or spa pools a complete drain-down of the pool will be required and substantial disruption to other users will be incurred. The club will look for compensation from the users who have brought the glass into these areas.
117. With the exception of guide dogs no pets are allowed in to the building.
118. Other than in the event of an emergency, entry to the club is through the main reception only. The fire exits are clearly marked and are there in the interests of the safety of the members, and members must not interfere with or hinder the operation of these exits in any way. The proprietor reserves the right to levy an administration charge in the event of misuse of any of the exits, fire alarm and others security systems which charge shall include but shall not be limited to resetting such system and any third party costs directly arising from such misuse.
119. In the event of a fire, members are asked to make their way in an orderly fashion to the nearest available exist and follow all instructions given by members of Wye Leisure staff. Members are asked to familiarise themselves with the notices and nearest fire exit.
120. Cars must be parked in an orderly fashion and must not block service roads or emergency exits. They may not be parked or left overnight except with the permission of the proprietor.

LOST PROPERTY

121. All lost property found on the clubs premises should be handed in to main reception. Items will be stored by the club for 7 days only.
    a. These 7 days will be calculated from the day the item was left at the club (Day 1 is the day the item was left) The proprietor will dispose of lost property as deemed appropriate at 09:00hrs on day 8.
    b. Any member enquiring about lost property and is told that we have the lost property at the club will still have their property disposed of if this property is not collected within 30 days
    c. At no time will the proprietor be held responsible for any lost property being left at the club

PHOTOGRAPHY

122. Photography is banned in all areas of Wye Leisure Health & Leisure Club at all times, unless authorised by the proprietor.

GIFT VOUCHERS

123. Gift Vouchers purchased for Wye Leisure can be redeemed in all areas and with all traders associated with the club therefore the proprietor reserves the right not to give refunds for unused vouchers.
124. The proprietor reserves the right not to accept or refund, damaged or lost vouchers.
125. Gift vouchers given to non-members do not in any way automatically allow the non-member use of the facility on an ad-hoc basis without first booking in for a treatment with the beauty department of which the treatment should be taken on the same day as using the club or booking a class on the same day.

LIABILITY

126. Other than lockers provided by the club in which property is stored at the owners risk and for which no liability for loss or damage will be accepted by the club, the club is unable to store or secure any property for members and no members of the staff or any third party is authorised to offer such a service or provide security therefore. The club will accept no responsibility for or liability for loss or damage to money, valuables or other personal property of members of the club and their children or any other person.
127. Vehicles, bicycles and other means of transport are driven into and parked or left in the clubs car park or elsewhere on the premises of the club are entirely at the owners risk.
128. Any "Club user" who suffers or witnesses an accident on the premises or in the club grounds must report the accident and the circumstances under which it occurred to the General Manager or Duty Manager as soon as possible following the accident.
129. The proprietor reserves the right to levy an administration charge in the event of misuse of any of the equipments, plant or machinery open for use by any of the members, which charge shall include but shall not be limited to restoring the equipments, plant or machinery, so that the equipments, plant or machinery is fit for safe use by other members and officials of the club, and any third party costs directly arising from such misuse.
130. Neither the Management nor the proprietors employees or agents shall be responsible for any damage, injury or loss occurring at the club or at any activity or function operated, organised, arranged or sponsored by the proprietor which is caused by any acts or omissions of any club user. Any such club user shall indemnify the proprietor and the club against any liability for such damage, injury or loss caused by any such club user.
131. Any club user who in any way makes use of accepts the use of any apparatus, facility, privilege or service of the club or who engages in any Games, exercise, competition or other activity operated, organised, arranged or sponsored by the club shall do so entirely at his or hers risk and should hold the proprietor of the club harmless from any and loss, cost, injury, damage or any other liability sustained there from and or resulting from any act of any officer of the club save where any such liability cannot be excluded in law.

WYE LEISURE STAFF

132. The environment and safety of our staff working at the premises is extremely important to us and we will not tolerate any abuse, threats, harassment, bullying, un-wanted petting (the like or similar) by club users. To ensure your, other club users and staff safety, if deemed appropriate, duty staff may need to address behavioural issues. We ask that all club users respect our staff at these times and follow the instructions given.

GENERAL

133. No food or drink alcoholic or otherwise may be brought into and consumed within the club or its grounds.
134. Camping / Sleeping in vehicles is not permitted at any time
135. Club users making use of the car park should ensure that they have suitable breakdown cover covering their vehicle in the event that assistance is required. No staff at the club may assist in any form or manner e.g. flat tyres, flat Batteries / jump-starting, bump-starting / pushing any vehicle, assistance in adverse weather conditions.
136. Wye Leisure accepts no responsibility for treatments or products provided by any other third party providing treatments or professional advise, guidance or assistance at the club and customers of such services should make sure that the third party providing such services, treatments or products have appropriate training, qualifications and insurance cover before engaging.
137. Members must comply with any reasonable directions, which the proprietor may give to ensure the smooth running of the clubs facilities and the convenience of the other members.
138. No illegal betting or gaming, drunkenness, bad language or other misconduct is permitted in the clubs premises – Offenders will be asked to leave the club and may be expelled.