

## Terms and Conditions of Membership

Terms used in this Agreement:-

### 1. IN THIS AGREEMENT:-

“Club” means the Club referred to on the front page of these terms and conditions or any Club to which your membership is transferred;  
 “Golf Facilities” means the golf course(s) and other facilities pertaining the playing of golf at the Club;  
 “Golf Member” means a person who is entitled to use Golf Facilities at the Club;  
 “Leisure Member” means a person who is entitled to use all the facilities at the Club except Golf Facilities;  
 “Marriott Club” means any leisure club owned and operated by Us;  
 “Member” means a person a Golf Member or a Leisure Member;  
 “Rules” means the terms and conditions of membership and all other rules and regulations made by us, which are applicable to membership of the Club;  
 “We”, “Us” or “Our” means Marriott Hotels Limited or its subsidiaries or, if different, the Company which is the Owner of the Club from time to time;  
 “You” means the person named on the application form and any joint or family members.

### 2. GENERAL

- (a) Details of all current rates and subscriptions referred to in this Agreement are available from Club reception.
- (b) Unless otherwise indicated, all notices shall be given in writing by us to you at the address notified to us by you.
- (c) All notices to be given by you to us must be in writing. Golf Members should address their notice to the Golf Manager and Leisure Members should address their notices to the Leisure Manager. We recommend that all notices are sent by recorded delivery.
- (d) We may amend the Rules at any time by giving you 30 days written notice.

### 3. MEMBERSHIP

- (a) Membership of the Club is subject to the Rules.
- (b) Membership is divided into the following categories which allow use of the facilities indicated (subject to any unavailability of facilities in accordance with clause 9):-

#### Full Golf and Leisure Membership:

This entitles you to use all the Club facilities, including Golf Facilities every day of the week including weekends and public and bank holidays.

#### Five Day Golf and Leisure Membership:

This entitles you to use all the Club facilities including Golf Facilities from Monday to Friday and all facilities excluding Golf, at weekends and public and bank holidays.

#### Full Leisure Membership:

This entitles you to use all the Club facilities except Golf Facilities every day of the week including weekends and public and bank holidays.

#### Five Day Leisure Membership:

This entitles you to use all the Club facilities excluding Golf Facilities from Monday to Friday but does not entitle you to use the Club facilities at weekends or on public or bank holidays.

#### Off Peak Membership:

Details of this type of membership are available from the Club.

#### Junior Membership and Junior Golf Membership:

Some clubs offer membership to persons under the age of 18. Not all clubs offer this type of membership. Details are available from the Club. The rules governing children as set out in these terms and conditions govern all children including those holding junior memberships or junior golf memberships.

- (c) Full details of each membership are set out in literature available from Club reception. From time to time we may offer promotional and short term memberships details of which will be available from the Club reception and on Club notice boards. We will give you 30 days notice of any addition or amendment to the categories of membership other than promotional or short term memberships.
- (d) You will be provided with a membership card which will remain our property and upon termination of membership the card will be returnable to us on demand. You must carry your card when visiting the Club and show it to the Club reception or member of the Club management when asked to do so. Membership cards are in no circumstances transferable and their loss should be reported immediately to the Club reception. Misuse of membership cards can result in termination of your membership in accordance with clause 5.
- (e) Golf Members must comply with the provisions of clause 14(b) in relation to insurance.

### 4. FEES AND SUBSCRIPTIONS

- (a) You will pay a joining fee at the time of application for membership at the current rate and a membership subscription throughout the period of your membership.
- (b) You may pay your subscription monthly in advance by direct debit. The first payment shall become due and payable on the date on which your application is accepted. The amount of that payment shall be calculated as a proportion of the current subscription pro-rated in accordance with the number of days remaining from that date until the next month's subscription becomes payable.
- (c) You may pay your subscription annually in advance. For administrative purposes our payment year for members who make a single payment in advance runs from 1<sup>st</sup> March to the last day of February each year. If you decide to pay your subscription in advance your first payment will be due on the date your application is accepted and pro-rated in accordance with the number of days remaining until the start of the next payment year. After that, payment will be due on 1<sup>st</sup> March each year.

- (d) We may vary the subscription rate with effect from 1<sup>st</sup> March in each year and will notify you of such change not less than 30 days prior to any variation.

- (e) If you elect to pay your subscription annually and your payment has not been received by 1<sup>st</sup> March we will write to or telephone you requesting your payment. If your payment has not been received within 30 days of 1<sup>st</sup> March and you have not given notice to terminate in accordance with clause 5 we may by written notice immediately terminate your membership. You may then be charged for the 30 day notice period you should have given prior to termination in accordance with clause 5(a).

- (f) If you elect to pay your subscription by direct debit monthly, payment will be due on the first of each calendar month for that month. Your monthly subscription will be requested from your bank account on the first day of each month.

- (g) If the bank returns a failed payment on your account, you will be notified about this failure and the reason for this. We will try to take a further payment from your account again. If this payment is also returned we may by written notice immediately terminate your membership. You may then be charged a further monthly subscription for the 30 day notice period you should have been given prior to termination.

- (h) We may refer any returned or missed payments to an external collection agency and supply them with all information about you that is necessary for them to recover any money which you owe to us.

- (i) Cancelling your direct debit or failing to make an annual payment does not mean you have given us notice to end your membership. Your contract with us will continue and as set out in clause 5, you must give us 30 days notice to terminate.

### 5. TERMINATION

- (a) **You may end your membership at any time by giving us 30 days notice in accordance with clause 2 (c).** We will confirm we have received the notice and the date you want to end your membership within 10 days of receiving your letter. If you do not receive confirmation within 10 days, you must immediately let the club know. It is your responsibility to make sure that we have received your notice. We only accept proof of recorded delivery as proof of posting.

- (b) If you wish to rejoin the club after ending your membership you will have to pay a joining fee in accordance with clause 4(a).

- (c) We may end this agreement if:

- i. you seriously or repeatedly break the club rules or membership agreement and you do not or cannot put it right within 7 days of us writing to you about it; or
- ii. you lend your membership card to another person; or
- iii. you or your guest use rude or abusive language or threaten or use violent behaviour at any club including but not limited to inappropriate action towards any member of Our Staff or act in a way which disturbs the enjoyment of the club by other members or is likely to endanger the good reputation of the club; or
- iv. we give you 30 days notice.

- (d) If we end your membership in accordance with clause 5(c)(i)-(iii) we will not grant future applications for membership to any Club operated by us and you will not be allowed to enter any club operated by us.

- (e) If we or you end this agreement, we will refund any membership subscription you have paid us for the period after ending the agreement less a certain percentage to cover our reasonable costs as a result of ending your membership.

- (f) If we end this agreement under clause 5(c)(iv) within 6 months of you joining we will refund your joining fee. We will not refund your joining fee if you end this agreement or if we end this agreement other than under clause 5(c)(iv).

- (g) You are not entitled to enter the Club if your membership has ended.

- (h) If we decide to permanently close the Club, we will write to you at least 30 days before the date of closure. You may transfer your membership to another Marriott Club provided it is owned and operated by us and has sufficient capacity for new members in the category of membership you require. If you do not wish to or are unable to transfer, we will refund any membership subscription you have paid for the period after we close. If you do not wish to or are unable to transfer and you joined the Club within the 6 month period prior to such closure we will refund your joining fee.

### 6. SUSPENDING YOUR MEMBERSHIP

- (a) You can suspend your membership for medical reasons for a period of between 3 and 12 months by giving your club 30 days written notice and notification of the date you expect to return and a letter from your doctor confirming that for medical reasons you are unable to use the facilities of your Club. We will acknowledge your letter within 10 days and the suspension will start from the first day following the end of the 30 day notice period.

- (b) If your membership is suspended for more than 3 months then at the end of each 3 month period we may require you to provide us with a further letter from your doctor confirming that for medical reasons you continue to be unable to use the facilities of your Club. If you do not provide such evidence within 30 days of being requested to do so we will end the suspension of your membership. You will then revert to your normal category of membership and be liable to pay subscriptions.

- (c) We may, in exceptional circumstances, grant membership suspensions for reasons other than those set out in clause 6 (a) (suspension for medical reasons). Such suspensions must be agreed in writing by the Leisure Manager. If we agree to suspend your membership under this clause we may charge you a reasonable monthly fee during the period of suspension. The fee shall be sufficient to cover administration costs and will not exceed £20 per month.

- (d) At the end of the suspension of your membership you can return to your club without paying a further joining fee.

- (e) You may not enter any club as a member or as a guest while your membership is suspended.

- (f) Suspending your membership is not the same as ending your membership. You will still have to follow the procedure shown in clause 5, which includes giving 30 days notice if you want to end your membership.

**7. TRANSFERRING TO ANOTHER CLUB**

- (a) If you move house or are relocated due to your employment you may transfer your membership to another Marriott Club provided it is owned and operated by us and has sufficient capacity for members in your category of membership.
- (b) You must write to us in accordance with clause 2(c) enclosing proof of your change of address in the form of two utility (gas, electric or water) bills in your name showing your new address, or a solicitor's letter or proof of your relocation in the form of a letter from your employer. An administration fee of not more than £30 will be payable by you.
- (c) If you transfer your membership to a club whose subscriptions are higher than the fees of your previous club, we will either send you a bill for the extra amount worked out as a percentage or increase your monthly subscriptions to the rate which applies at your new club. If the transfer is to a club whose subscriptions are less than your previous club, we will either refund any difference worked out as a percentage or reduce your monthly subscription to the rate which applies at your new club. Any change in subscriptions will apply from the first day of the month after the transfer.
- (d) If you wish to transfer your membership to a club where your current category of membership is either not available or has no capacity for new members, you will have to choose another category. If that category's subscriptions are higher than your previous category we will either send you a bill for the extra amount worked out as a percentage or increase your monthly subscriptions to the rate which applies at your new club. If that category's subscriptions are less than your previous club, we will either refund any difference worked out as a percentage or reduce your monthly subscription to the rate which applies at your new club. Any change in subscriptions will apply from the first day of the month after the transfer.

**8. CHILDREN & JUNIORS**

- (a) Children under 15 must be supervised by a member age 18 or over at all times while on Club premises.
- (b) Children under the age of 16 are not allowed to use the gymnasium. Children aged between 16 and 18 may use the gymnasium provided that they follow an exercise programme approved by the Club management.
- (c) Children under the age of 8 are not allowed to use the spa, sauna or steam room. Children between the ages of 8 and 15 using these facilities must be supervised by a member age 18 or over.
- (d) Children under the age of 16 are not permitted to use the solarium.
- (e) Children aged 8 or over are not permitted to use changing rooms for persons of the opposite sex. They must make use of either the appropriate sex facility or where available the family changing rooms.
- (f) We will not serve anyone under the age of 18 at the bar. We do not allow children under the age of 18 to play in the lounge and bar area or use the adult gaming machines.
- (g) Separate regulations apply to junior golf members and will be displayed on the Club notice board. In the event of any conflict between those regulations and the terms and conditions the terms and conditions shall apply.

**9. FACILITIES**

- (a) You are entitled to use the facilities of the Club available under your relevant category of membership. We will give you notice of any change to the facilities available at your club in accordance with this clause.
- (b) If we cannot provide any one or more of the standard facilities at the Club for more than 21 days in a row and if we do not provide another facility at the Club or elsewhere no further than 10 miles from the Club, we will consider compensating you for the period when the facility is out of action. This does not apply to:
  - i. permanently closing any facility; or
  - ii. temporary closures due to tournaments; or
  - iii. if for reasons outside of our control such as weather conditions, health and safety matters, flooding or fire we cannot avoid the closure.
- (c) Whenever reasonably possible we will give 30 days notice of:
  - i. any closure of facilities due to tournaments; and
  - ii. any permanent closure of facilities other than for reasons outside of our control.
- (d) If we have to close facilities at your Club for reasons outside of our control, we will try our best to provide other facilities or consider whether any compensation is appropriate.
- (e) We will display details of the opening and closing times for your Club at reception. If we reduce these hours, we will give you at least 30 days notice.
- (f) You and any of your guests using the tennis or gymnasium facilities must shower and change before using the public areas.
- (g) All members and their guests must undertake instructions in the safe use of equipment prior to using the gymnasium. You can make an appointment to be given such instruction by contacting Club reception.
- (h) You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activities. We will not be responsible for any harm you suffer as a result of taking part in any activity unless it is caused by our negligence or our failure to take reasonable care.
- (i) You are advised to take medical advice as to your fitness to use the solarium before using this facility.
- (j) You are not permitted to take into the pool area any electrical equipment, glass objects, inflatables (apart from swimming aids) or other items, which we consider detrimental to the use of the pool.
- (k) Children under the age of 15 must be accompanied and supervised in the pool and the pool area by a member over the age of 18 years.
- (l) For health and hygiene reasons you must shower at the Club before entering the pool, spa, steam room or sauna.
- (m) You must obey any instructions given by lifeguards or duty management.
- (n) We may restrict use of the pool at certain times to allow swimming lessons, adult only sessions or other activities. Whenever possible these times will be publicised 30 days in advance at Club reception and on Club notice boards.

**10. GUESTS**

- (a) Only members age 18 or over may introduce guests. All guests must be accompanied by a member age 18 or over, be signed in at the Club reception and pay the appropriate guest fee. You must ensure that your guests abide by the Rules and accept responsibility for your guest's behaviour. The same guest may not be introduced more than once in any thirty day period. A maximum of two guests may accompany a member unless authorised prior to the visit by the Club Manager. Ensuring compliance of the Rules by guests is important to the day-to-day operations of the Club.
- (b) Guests are only permitted to use Golf Facilities in accordance with the rules displayed on the golf club notice board.

**11. MISCELLANEOUS**

- (a) Members, and guests are asked to wear a form of dress appropriate to the time of day and place on all occasions.
- (b) No crockery, glass or foods are allowed in the changing rooms, fitness or swimming areas or designated areas in the interest of health and safety and hygiene.
- (c) No pets will be allowed in the Club buildings or grounds with the exception of registered assistance dogs.
- (d) Entry to the Club is only permitted at the Club reception entrance. Fire exits, which are clearly marked, are there in the interests of public safety and, in the event of a fire, members and guests are asked to make their way in an orderly fashion to the nearest available exit.
- (e) Lockers are provided on a daily basis unless other arrangements are made with the Club. Where such arrangements are not in place we can remove the contents from any locker used over night. You can claim the contents we have removed from Club reception for up to six weeks after we have removed them. After this time we will not be responsible for any contents we remove from the lockers and such contents will be given to charity.
- (f) If you find lost property you must hand it into the Club reception. You can pick up lost property from Club reception. We will hold items for 3 months only before disposing of them.
- (g) In the case of a lost membership card, for whatever reason, an administration fee of £5 per card will be charged. In the case of a lost bag tag or golf bag tag, a replacement fee of £5 will be charged.
- (h) The Club is a proprietary club owned by us and we will control the management of the Club and the facilities. Members will be required to comply with any reasonable directions which we may give to ensure the smooth operation of the Club, the use of the facilities, and the convenience of all members provided that such directions shall not limit your rights or obligations under these terms and conditions of membership.

**12. LIABILITY**

- (a) We will limit our liability to damage or loss to your property or your guest's property to any damage or loss you suffered as a result of our negligence or our failure otherwise to take reasonable care.
- (b) We cannot accept liability for any accident or injury to any Member, child or guest that may happen on our premises or within the grounds of our Club other than the liability which may arise from our negligence or our failure to take reasonable care.
- (c) If you, your child or guest suffers an accident or injury on our premises you must report it to a member of the golf or leisure management team.

**13. USE OF OTHER MARRIOTT CLUBS**

- (a) As a member you are entitled to visit eligible Marriott Clubs at no additional charge to use their leisure facilities provided that a booking is made in advance through your Club. All such bookings are subject to availability. A list of eligible Marriott Clubs is displayed in each UK Marriott Hotel operated by us.
- (b) If you are a golf member you are entitled to use Golf Facilities at any eligible Marriott Club up to a maximum of 15 visits to any eligible Marriott Club in the U.K. in any one calendar year and up to a maximum of 4 visits to any other eligible Marriott Club in any calendar year.
- (c) When visiting another eligible Marriott Club in accordance with clause 13(b) you may only use the Golf Facilities in accordance with the restrictions on your category of membership. Tee times must be booked through a member of staff at the Club where you wish to play and will be subject to availability.

**14. GOLF**

- (a) Organisation of the Club's social and sporting affairs relating to the golf club may, subject to our approval, be managed by one or more committees of members which may have a constitution or rule book separate from but subject to the Rules. Golf Members must agree to be bound by each such constitution and rule book as may apply to them. In the event of any inconsistency between any such constitution or, as the case may be, rule book and the terms and conditions, the terms and conditions shall apply.
- (b) If you use the Golf Facilities you are required to have adequate insurance in respect of any injury or damage you may cause through playing golf. No liability will be accepted by us for any accident, injury or damage caused by you or to you save when it is due to our negligence or our failure otherwise to take reasonable care.

**I confirm that I have received a copy of the current membership terms and conditions of the Club and have read them and agree to abide by them.**

**Signature** ..... **Date** .....

**Name (Print)** .....

**Membership Number** .....