

Well Spa Membership - TERMS & CONDITIONS

PRINCIPAL TERMS

1. This agreement commences once you have indicated your acceptance in the Declaration section of the web sign up process.
2. This agreement will become binding on you and us when we contact you to confirm your membership application has been accepted, at which point a contract will come into existence between you and us.
3. You will be entitled to all the rights and privileges set for the Type of Membership chosen.
4. You cannot transfer this membership to anyone else.

FEES AND CHARGES

1. The Joining Fee (if one is payable) is collected from you by us either by Debit / Credit card at time of purchase. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and entitle the member to the benefits stated upon joining.
2. You agree to advise us immediately of any change to the Members Details provided.

PRICES

1. From time to time we may need to increase the price of the membership sign up fee and or on resort prices due to product demand or cost to the business. We will notify you before you purchase any additional activity of these changes.

TERMINATION

PAID IN FULL MEMBERSHIP

1. If you have purchased a membership and wish to terminate the membership you will be entitled to 50% of the pro rata'd amount as refund for any unused passes.
2. You cannot freeze your membership or role on the membership benefits in 2023.

MONEY BACK GUARANTEE

1. As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you are entitled to cancel your membership and receive a full refund of any fees paid within 14 days of completing your membership application form. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you select to commence your membership immediately, or you ask us to start your membership early, you agree that if you subsequently cancel your membership within the 14 day period, you will be refunded any monies

paid, less an amount for the membership you have already used commencing from the first day after joining.

Membership Number Abuse Policy

1. Your member number can only be used by you: Your member number is issued solely for your use, as your membership is personal to you and only covers your use of the facilities. You are responsible for keeping your member number secure and confidential at all times.
2. Use of member numbers is monitored: In the interests of the safety and security of all our members, use of member numbers and access is monitored and individuals using member numbers may be asked to provide proof of identification.
3. Our Right to make additional charges and/or cancel your membership: If you unreasonably refuse to cooperate with our investigation, or following our investigation we have reasonable grounds to believe that your membership number was used, with or without your knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, we reserve the right to take one or both of the following steps, which are in addition to any other legal rights that we may have : (a) to apply a penalty charge to your membership. The penalty charge will be calculated as being equal to the daily guest entry charge for each occasion on which your membership number was used by that individual/those individuals; and/or (b) in the event of serious misuse of your member number, for example, your member number has been used on repeated occasions and/or by more than one individual, to notify you, via email, that we are cancelling your membership with immediate effect, and no refunds will be given.

FEES AND CHARGES

1. You shall be entitled to cancel your membership the earlier of: (1) 14 days after the date of purchase; or (2) the day before the date on which you selected your daily membership to activate. If you cancel during this period, you will receive a full refund. After this period the membership fee is not refundable.

GENERAL TERMS & CONDITIONS

MISCELLANEOUS TERMS

1. Members must be 16 or older.
2. You agree to comply with the Rules of the Well Spa which are available upon entry into the Well Spa and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided that we give you advance notice of the change.
3. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

4. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced.
5. There may be occasions where we have to close all, or part of, the Spa of which you are a member. We will do our best to let you know of such closures in advance of them taking place, unless the problem is urgent or an emergency. We will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. You will not be entitled to a refund of part of, or all of, your membership fees in such circumstances.
6. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
7. As a consumer, you have legal rights in relation to any services that are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms will affect these legal rights.
8. This agreement is governed by English Law.
9. We may terminate this agreement with immediate effect on notifying you if you are in breach of the Well Spa Rules.
10. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing or physical condition. Further, that you will advise us immediately through the consultation form should your circumstances change.

YOUR PERSONAL INFORMATION

1. To view our Privacy Notice click [here](#)

PROMOTION TERMS

1. The Well Spa reserves the right to end any promotion without warning at any time.
2. Any prizes offered by the Well Spa must be claimed within 21 Days of announcement of the winners.

Thermal Passes

1. Thermal passes are subject to a fair use policy. 1 pass per person, multiple passes may be cancelled without warning.
2. Free passes have no resale value, and cannot be exchanged for cash or any other product or service.
3. Passes must be used and submitted to reception upon arrival of the booking.
4. Free passes should be booked to start before the advertised expiry date. Any passes set for redemption after this date may be cancelled without warning.
5. You can bring up to 4 fully paying preregistered non member guests with you under this membership.

6. Non member attendance is limited and subject to availability.
7. Please ensure you arrive 15 minutes earlier than your booking time to complete the required information prior to entry.
8. We are a bare foot spa so please bring your own flip flops or purchase these from reception.
9. Lockers are located in the changing area and are free to use.

DIBI Skincare Consultation

1. The consultation must be pre booked in advance and is subject to availability.
2. By participating in the consultation you agree to receive further information on the products and treatments post consultation