



## **Terms and Conditions 2021**

### **1. Name**

The name of the Club is The Royal Crescent Club ("The Club").

### **2. Constitution of The Club**

- a) The Club is a proprietary Club, the legal title of which is vested in The Royal Crescent Ltd ("The Company").
- b) The day to day running of the Club is managed by the Memberships Manager under the general direction of the General Manager who is responsible to the Board of Directors of the Company.

### **3. Objects**

The Club is formed to enable its Members to enjoy the facilities of the Royal Crescent Hotel during such times in such manner on such terms and to the extent prescribed in the Rules and any by-laws made there under.

### **4. Rules**

The Company may at its sole discretion, vary or revoke any of the Rules by notifying any such proposed variation or revocation to the Club Members not less than twenty-eight days in advance.

### **5. Membership**

- a) Subject to anything to the contrary contained in the Rules or any by-laws all rights and benefits of Membership, Members' guests will be bound by the Rules and any by-laws as though a Member.
- b) i Memberships will be limited to no more than 175 at any one time and for this purpose double Membership will constitute one Membership.  
ii Notwithstanding Rule 5b.i the number of persons entitled to enjoy the benefits of Membership shall not exceed 350.
- c) The Company may from time to time, and in its absolute discretion, introduce different classes of Membership.

### **6. Application for Membership**

- a) Application for Membership must be made in writing to the General Manager or Memberships Manager in such form as the Company may from time to time provide. Applications must be proposed for Membership by at least one of the following:-
  - i. A Member of the Club
  - ii. A Director of the Company
  - iii. The Memberships Manager
- b) Election to Membership shall be made by the Company. No reason shall be given by the Company in the event of the applicant's rejection.
- c) An application must be accompanied with the subscription applicable at the date of application.
- d) On election, the said subscription will be paid into the Company's account, at which time, and not before, the applicant shall become a Member.

## **7. Rights and Liabilities of Membership**

Members shall abide by the Rules and by-laws for the time being in force and shall in accordance with and to the extent provided there and subject to availability be entitled to use and enjoy the facilities of The Royal Crescent Hotel as per the individual membership type. **Spa etiquette as outlined in the Spa and Bath House must be adhered to at all times, failure to do so may result in termination of membership. No notice will be given.**

## **8. Termination of Membership**

The Company may in its sole discretion, but only having given two days prior written notice, terminate the Membership of any Member provided the Company shall with such notice refund any unexpired portion calculated on a time basis of the Members' subscription. There will be an administration fee of 10% of the balance due. The Company shall not be required and will give no reason for such termination. Termination of membership with immediate effect may occur as a result of gross misconduct.

**Members on monthly membership are required to give three month's notice to terminate membership which should be in writing to the Memberships Manager. Fees will not be refunded unless there are extreme circumstances which will be considered by the General Manager.** If a refund is considered applicable by the General Manager and has been paid by credit card, charges pertaining to the transaction will be deducted. In addition an administration charge of not less than 3 months membership will be deducted from any refund.

## **9. Club Subscriptions**

- a) Subscriptions shall be such amounts as the Company shall determine from time to time. All subscriptions are **payable in advance**.
- b) Any change in subscriptions shall be notified to the Club Members not less than one month prior to such change in respect of subscriptions. The Company shall not be liable to refund the subscription or part thereof to Members who resign.
- c) Where a Member's circumstances (other than financial) are materially changed, so as to prevent use of the Royal Crescent's facilities, he/she may apply in writing to the Company for the balance of his/her subscription period to be taken over by a proposed Member. It is in the Company's sole discretion whether or not to accept such proposed Member. No reason shall be given by the Company to any such Member in the event of the Company rejecting the proposed Member.

## **10. Dress and Conduct – Royal Crescent**

- a) Members and guests are requested not to wear jeans or trainers when dining.
- b) **The use of mobile telephones is strictly prohibited** in the Spa and The Dower House restaurant and should be switched off. In other areas of the hotel we would ask for discretion.
- c) Should an occasion arise where a Member feels aggrieved by a fellow Member, House Guest or Staff Member this must be reported to the Memberships Manager or Duty Manager immediately for investigation.
- d) The Company will endeavour to ensure a relaxed and civilised atmosphere prevails at all times.
- e) Members and guests are required to treat all staff with courtesy and respect at all times regardless of age or position. Abuse or aggressive behaviour to any member of staff will not be tolerated.

## **11. Guests and Children**

- a) The Member shall be responsible for his or her guests observing the Rules and by-laws
- b) A guest pass is required for a Member to bring a guest to The Spa. Guests will not be admitted to The Spa unless accompanied by a Member. Guest passes for members only are £20 and may be obtained from the Spa team or the Memberships Manager.
- c) Membership is not available to children under the age of 16 years. Children may be permitted on a guest pass (no more than 1 at any time between the hours of 3pm and 5pm if 12 years old or over. They are not allowed to use the fitness suite.

- d) Members' accompanying children at The Royal Crescent Hotel, are responsible for their well-being and good behaviour and must ensure that at all times they behave in a quiet and orderly manner and that they cause no inconvenience or disturbance to other persons.
- e) No Member may invite at any time:-  
Guests to the gym, children under 12 to the spa, and also **no more than one guest at a time** to The Spa. For this purpose if both parties of a double Membership are present they may invite one guest each.
- f.) No child under the age of 16 is permitted to use the gym on a guest pass.

#### **12. Club Hours and Licensing Regulations**

- a) The times during which various facilities shall be open will be notified to Members. The Company reserves the rights to alter such hours in its discretion.
- b) The applicable regulations within licensing acts from time to time shall be deemed to be incorporated within the Rules.
- c) All the Royal Crescent's facilities are subject to availability and not having been otherwise booked.

#### **14. Membership Register**

The Company will maintain a Register of Members.

#### **15. Membership Renewal**

Memberships which are not renewed within the specified dates will be considered terminated, benefits will cease with immediate effect and a re-joining fee will apply.

#### **16. By-laws**

The Company may from time to time make, vary or revoke any by-laws for the regulation of the Club and its Members and all current by-laws shall be binding on Members. For the purpose of the Rules all provisions of the current or any subsequent Member's Information insofar as they set out what Members may or are obliged to do shall be regarded as by-laws made here under and therefore (inter alia) liable to be replaced varied or revoked pursuant to this Rule.

#### **17. The Company's and Member's Responsibility**

- a) Neither the Company nor any officer or member of staff of the Company shall be liable to any Member, Member's spouse or child or guest of a Member for any loss or damage to any property belonging to the same (or any consequential loss or damage arising there from) howsoever caused, nor for injury sustained at the Royal Crescent, by any such person however caused and whether as a result of negligence or not.
- b) In the event that any spouse, or child or guest of a Member seeks to recover from the Company, or any such officer or member of staff compensation for any such loss, damage or injury, the Member concerned undertakes to indemnify the Company against the same.
- c) The preceding provisions of this Rule shall apply whether or not the loss, damage or injury concerned arose while making use of or as a result of the existence of any facilities of The Royal Crescent, including (inter alia) the rooms, the gardens, the boat, the fitness room, the power plate, the pools and the treatments.