



TERMS & CONDITIONS

1. THE CLUB

- a. The Club shall be known as “Club Vitae Health & Fitness Club” (hereinafter referred to as “the Club”).
- b. Members of the Club are bound as a Condition of Membership to comply with the Rules set out below. This is to ensure that the facilities are properly and safely used and that all Members have full advantage of them without interfering with the enjoyment of others.
- c. The Club shall be operated as indicated in Membership Application (hereinafter referred to as “the Owner”). The Club will be administered by its Manager and/or such persons as the Owner shall decide.
- d. The Owner has sole responsibility for the control and operation of the Club. The extent of the facilities of the Club and any additions, deletions or replacements thereof shall be at the Owner’s sole discretion.

2. MEMBERSHIP

- a. On your application being accepted you are committed to membership for a period of not less than 12 months (the “Initial Term”). Subject to the Conditions of Membership and Club Rules, you may renew your membership immediately after the Initial Term for successive periods of 12 months by giving us not less than 30 days’ notice to expiry on the Initial Term and thereafter to expire on each anniversary of the Initial Term.
- b. Membership not renewed within 10 days of its expiry is deemed to have expired. Direct Debit payments will be automatically renewed unless we have been notified as above.

- c. 30 days written notice by Registered post is required to cancel your membership. Membership fees are due up to the date of such cancellation. Please note that notice is required 30 days prior to the day the Direct Debit is collected. If you wish to terminate your Membership before expiry of the Initial Term or before expiry of any subsequent 12 month term no refunds or concessions will be made.
- d. Unless expressly stated in the Club Health Questionnaire, you acknowledge that you are in good health and are not suffering from any illness or medical condition.
- e. Applicants who are unsuccessful will not be given any reason for such refusal of membership. Club Membership may be terminated by management at any time for violation of any rule or regulation of the Club or for conduct deemed to be detrimental to the welfare, good order or character of the Club and its members or for any other reason at the sole discretion of the management committee. No refunds shall be made where rules and regulations were breached.
- f. The Owner and Management of the Club reserve the right to require you and any other Member, Guest or other person to leave the Club premises at any time.
- g. Membership may be renewed on payment of the prevailing fee and in accordance with the terms and conditions then in force.
- h. Membership is not transferable from person to person. You should note that this provision includes the non-transfer of Membership from one person to another within the same family.
- i. By joining the Club you automatically accept and agree to be bound by these Conditions of Membership and Club Rules.
- j. The Owner may withdraw use of all or part of the facilities of the Club for the purpose of undertaking maintenance work or any other works considered necessary. Compensation will not be given for any such closure.
- k. On acceptance of an application for Membership, the applicant will be issued with a Membership card which will remain the property of the Owner and upon termination of Membership must be returned to the Owner.
- l. You must produce your Membership card on each occasion you wish to obtain entry to the Club facilities.

- m. In the event that you lose your Membership card you must pay the current administration fee to replace it.
- n. The Owner and Management of the Club reserves the right to restrict the number of persons using the Club at any one time.
- o. The Club Management reserve the right to utilise the Club facilities for special events, classes or other activities it may deem desirable.
- p. Membership is restricted to persons aged 16 years and over.
- q. Persons under 16 years are not permitted to use the Jacuzzi, Steam Room or Sauna.
- r. Membership fees will be reviewed annually and management reserve the right to increase fees as required. Members may be subject to a price increase within their 12-month contract after prior notification.
- s. Please note on, couple or family memberships only the primary member will receive correspondence.
- t. Temporary suspension of membership is not permitted.
- u. STUDENT / CORPORATE MEMBERSHIP – Members are required to submit a current and valid ID otherwise full rates will automatically apply.
- v. Membership term starts on the date of purchase.

3. GUEST POLICY

- a. Subject to availability, as a Member you shall be entitled to purchase up to two Guest Memberships at any one time for use by the Guests to the Club. All Guests must complete a Guest registration form at reception before using any facility. The charge for Guest Membership will be displayed at the Club reception and in the tariff sheet and is subject to change without notice. Guest Membership can only be purchased on the day of use.
- b. All Guest are bound by the Club Rules. You shall at all times be responsible for the conduct of your Guests whilst on the Club premises and shall ensure that your Guests comply with the Club Rules and policies in force from time to time. You agree that your Guest is subject to all obligations placed on you (excluding payment obligations) under these Conditions of Membership and Club Rules and you shall procure and be solely liable and responsible for the compliance by each of your Guests

with same. Guest passes or other vouchers are not valid after the stated expiry date and cannot be replaced if lost. You must accompany your Guests at all times.

- c. You shall not introduce a Guest who has been refused Membership of the Club or whose Membership has been terminated, without first obtaining the approval of the Club Manager.
- d. It is the responsibility of the parents or guardians of children under 18 years to supervise those children at all times while they are on Club premises.
- e. Guests are not permitted to use weight machines or free weights.
- f. Management reserve the right to refuse admission.

4. SAFETY & HYGIENE

- a. You shall not use the facilities of the Club whilst under the influence of alcohol, anti-coagulants, antihistamines, vasa constrictors, narcotics or tranquilisers.
- b. You agree that you are fully aware that the use of the equipment provided in the Club involves vigorous physical exercise which will strain your cardiovascular system and other parts of your body. You agree that you are aware that such vigorous physical exercise can be a hazardous activity and you are voluntarily using the Club facilities and equipment with the knowledge of the danger involved and the importance of seeking medical advice before using the Club.
- c. In the event that you have, or ought reasonably believe that you have, diabetes, heart problems, high/low blood pressure, are on strong medical prescriptions, or have any form of medical condition then you must consult your doctor before using any of the Club's facilities, in order for your doctor and you to be satisfied beforehand that it is safe for you to use the Club and its facilities. You must also furnish the Club with a letter of clearance from your GP.
- d. You are particularly advised not to undertake strenuous physical activity for which you might be medically unfit and the Owner will not be in any way responsible for any harm which may come to you as a result of any such physical activity. You are advised to have a medical check-up before embarking on strenuous activity.

- e. You are advised to allow at least one hour after partaking of a meal before using the Club's facilities.
- f. You must use the shower before entering the pool area.
- g. No food or drinks is to be brought into any part of the Club and only food and drink purchased in the Club may be consumed on the premises. Smoking is prohibited throughout the Club area.

5. DRESS CODE

- a. Members and Guests are required to dress in a proper manner appropriate to the various Club activities.
- b. Clean sports shoes and socks are required when using the Gym.
- c. Swimwear must be worn in the Sauna/Steam room. It is advised to wear flip flops in all wet areas.

6. CODE OF CONDUCT

- a. You and your Guests are expected to behave properly in the interest of the correct use and enjoyment of the Club.
- b. Any Members whose conduct is considered to be detrimental to the best interest of the Club or its reputation may have his/her Membership suspended or terminated.

7. OPENING HOURS

- a. The times at which any or all of the facilities shall be available to Members and Guests shall be at the discretion of the Owner and stated in handbook and on display in the reception area.
- b. The Owner reserves the right to alter the opening times of the Club.
- c. Members must vacate the Pool, Gym etc. 10 minutes before closing.

8. LOCKERS

- a. Lockers are provided (subject to availability) for use by Members whilst using the Club.
- b. You must purchase his/her own padlock and must ensure that the contents of the lockers are removed at the end of your visit. The Club reserves the right to remove the contents from any locker which has not been emptied.
- c. Property cleaned from lockers by the Club shall be donated to charity if unclaimed after 30 days.

9. LIABILITY

- a. This clause limits the Club's (including the Owner's) legal liability to each Member and Guest for his access to and use of the Club. You should read this clause carefully. You acknowledge that you have entered into these Conditions of Membership and Club Rules relying on the limitations of liability stated herein and that those limitations are an essential basis of this contract. Nothing in these Conditions of Membership and Club Rules is intended to limit any rights you may have as a consumer under common law or other statutory rights which may not be excluded.
- b. To the greatest extent permitted by applicable law, the Club is available for your use, and your Guest(s)' use, without any representations or warranties of any kind, either express or implied.
- c. To the fullest extent permitted by applicable law, neither the Club nor any of its officers, directors, employees, affiliates or other representatives or the Owner will be liable for any loss or damages arising out of or in connection with your access to or use, or your Guest(s)' access to or use, of the Club including, but not limited to, direct, indirect, consequential or special loss or damages, loss or damage arising from a *force majeure* event, howsoever caused and whether in contract, tort or otherwise, even if the possibility of such damages had been advised, or such loss or damages were reasonably foreseeable.
- d. To the fullest extent permitted by applicable law, the Club's maximum aggregate liability under or in connection with these Conditions of Membership and Club Rules shall be limited to direct damages of an amount equal to the amount of membership subscriptions paid by you to

the Club pursuant to these Conditions of Membership and Club Rules during the calendar year in which the loss or damage arose.

- e. If a number of defaults give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these Conditions of Membership and Club Rules.
- f. Nothing in these Conditions of Membership and Club Rules shall confer any right or remedy upon Customer to which it would not otherwise be legally entitled.
- g. Each Member and Guest engaged in the activities of the Club or making use of its facilities is responsible for ensuring that he/she is properly equipped and that his/her state of health and physical condition are such as not to involve any risk to himself/herself, nor to any other person making use of the Club.
- h. Members and Guests are responsible for their own insurance arrangements in respect of any injuries which may be suffered by them or caused to them by any third party, whilst using the Club facilities.
- i. You agree that the Club will not be responsible or held liable for the loss of any personal items or damage to personal property either on the Club premises or in the Club car parking area.
- j. The Club will use its best endeavors to ensure that all facilities, apparatus and equipment are maintained in working order but the Club accepts no responsibility to the Member or Guest for failure or breakdown of any equipment or apparatus howsoever caused.
- k. Lockers are provided in the changing rooms for daily use by Members and Guests. Personal belongings may not be left overnight in lockers. A charge will be applied if items are to be retrieved on this basis. Unclaimed property is kept on Club premises for maximum of 90 days, then it is donated to local charity. The Club does not accept any responsibility for loss or damage to goods to any Member or Guest. In particular the Club does not accept responsibility for loss or damage to the valuables of any person whilst on the Club premises.

10. VARIATIONS

The management reserves the right to amend and add to these Conditions of Membership and Club Rules as it sees fit and you agree to observe any amended or additional conditions or rules so made.

11. COMPLAINTS AND DISPUTES

Any complaints concerning the Club or dispute or ambiguity about the interpretation of these Conditions of Membership and Club Rules shall be referred to the Club Manager whose decision shall be final and binding.

12. PARTICULAR FACILITIES

a. Swimming Pool

In the interest of hygiene, users of the Swimming Pool are required to shower before swimming. Diving or any misconduct which interferes with the proper use and enjoyment of the Pool is strictly forbidden.

Instructions from the Lifeguard on duty must be strictly adhered to. Swim hats must be worn at all times in the swimming pool.

b. Fitness suite/Gym

Neither you nor any of your Guests may use any fitness equipment within the Fitness suite / Gym before arranging a fitness assessment and completing a health screening form and an informed consent form. A doctor's consent may also apply and if required must be returned before using the Fitness suite / Gym. For safety reasons this area must be kept dry. Users of these facilities are therefore forbidden from using this area whilst wearing wet clothes. Members are advised to carry a towel when using the Gym. Persons under 16 years are not permitted to use the Gym. Members are not permitted to have their own personal trainer in the Gym, however the Club will provide a list of certified trainers (list available at Club Reception).

c. Jacuzzi

Swimwear must be worn in the Jacuzzi at all times by Members and Guest using the Jacuzzi. Persons under 16 years are not permitted to use the Jacuzzi.

d. Sauna

Members using the Sauna must be in full physical health. Persons under 16 years are not permitted to use the Sauna.

e. **Steam Room**

Members using the Steam Room must be in full physical health. Persons under 16 years are not permitted to use the Steam Room.

13. GOVERNING LAW AND JURISDICTION

These Conditions of Membership and Club Rules shall be governed by and construed in all respects in accordance with Irish law. You agree that the Courts of Ireland shall have jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, these Conditions of Membership and Club Rules or otherwise arising in connection with these Conditions of Membership and Club Rules, and for such purposes irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

All the Conditions of Membership and Rules contained herein apply equally to Members, Temporary Members and Guests alike.