



## Terms and conditions Updated 20 September 2022

Source Spa and Wellness is dedicated to providing members with an environment that promotes wellbeing and relaxation. In order to derive maximum benefit from this environment, we feel it is important to outline our expectations of each other.

**Treatments:** The treatments you select are reserved especially for you. Therefore if you or your guests cancel any appointment with less than 24 hours notice we will have to charge a 100% cancellation fee.

**Member's guests:** We are delighted to offer members' guests 10% discount on treatments booked as long as the member is present at time of booking.

**Guests:** We would be thrilled to welcome guests of our members to the Spa. Members will receive a certain number of guest passes on their annual renewal date. Unused guest passes cannot be carried forward. Additional guest passes may be purchased from Source Spa Reception.

**Changes in regulations:** Members and their guests shall observe any regulations for the use of the facilities which may be added to and varied from time to time. The Spa reserves the right to set aside facilities with notice for exhibitions, conferences, photoshoots or other social events and activities.

**Prices at The Spa:** The Spa reserves the right to amend prices and subscriptions. Membership prices will be reviewed on an annual basis in September. The Spa reserves the right to increase any direct debit payments as a result of government increases in tax such as VAT.

**Behaviour of members:** We reserve the right to refuse admission and/or cancel membership forthwith if any member shall, in our opinion, cause a nuisance or annoyance to other members or users of the facilities. A member whose admission is refused and/or whose membership is cancelled shall not be entitled to any refund of the joining fee or annual subscription.

**Force majeure:** Source Spa shall not be deemed in breach of these terms and conditions by reason of delay in performing, or failure to perform, any of the obligations in respect of these terms and conditions. If the delay or failure was due to any cause beyond members of the Spa's control including, but not limited to, acts of God, explosions, actual or suspected terrorist attacks, floods, fire or accident, war or threat of war, sabotage or civil disturbance, prohibitions or measures of any kind on the part of any government, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes.

**Residents swimming pool access and pool times:** Please refer to our current swim timetable which can be found on the membership page on our website.

**Members and children:** Members are not permitted to bring their children to use the facilities. This was a condition for our founder members but is no longer the case. However, you are free to use the pools during family swim times if you please. Times are shown on our pool timetable. We reserve the right to change these times at any point. Our supervised playroom is open to members' children at £5 per hour for a maximum of 2 hours. Subject to availability. Booking is essential.

**Young people in the Spa:** The Spa is suitable only for those aged 16 years or over to maintain the tranquil environment and to promote the feeling of relaxation and wellbeing, the Spa is an exclusively adult environment.

**Maintenance:** Periodically we may need to close down certain facilities within the Spa for routine or emergency maintenance. In the case of routine maintenance we will advise you of these closures via email, on our Facebook page and at Spa Reception. In case of unforeseen circumstances we will endeavour to minimise disruption.

**Freezing your membership:** You may freeze (suspend) your membership for between one calendar month and 12 calendar months for the following reasons: pregnancy, serious injury, redundancy.

**Liability:** Source Spa and Wellness will not accept any liability for any accident or injury (including any fatality) to any member or guest that may occur on the premises or within the grounds of the Spa (or hotel), other than liability which may arise from the negligence of Source Spa and Wellness or its staff. All such accidents must be reported immediately to a member of staff.

**Personal details:** We will record any personal information you give us in line with the current GDPR laws. Members agree to keep the Membership Department up to date with any changes in their personal details such as email addresses, home address and contact phone numbers.

**Etiquette:** Appropriate swimwear and fitness attire must be worn at all times. All weights and equipment must be put back after use. We supply robes, towels and flip flops. Any inappropriate behaviour will result in you being asked to leave by a member of the team.

**Physical condition:** In applying for membership, the member warrants and respects that so far as he/she is aware, he/she is in good physical condition and that he/she is capable of all forms of exercise and that such exercise would not be detrimental to his/her health. It is the member's sole responsibility to bring to the attention of Source Spa and Wellness any medical condition that may present a risk to any member in engaging in any particular activity. We ask that all members complete a pre-activity questionnaire on joining and are obliged to tell us of any changes in medical conditions during their membership at Source Spa.

**Safety regulations:** The floor may be slippery when wet, so please take extreme care. Enter the pool slowly using steps as indicated on the pool plan. Prolonged stays in the sauna or steam room are not advisable and a maximum visit of 15 minutes is required. Foot infections i.e. verrucas should be suitably covered at all times. Water is available from water coolers — remember to keep yourself hydrated at all times. Before leaving the pool area it is advisable to take a cool shower to lower body temperature.

**General use:** Glass must not be taken into the pool or associated areas. All jewellery should be removed. Source Spa and Wellness operates a no smoking policy. No running, diving or jumping in the pool areas. Please abide by all the signage in the Spa areas.

**Hygiene:** In the interest of hygiene, we insist that all bathers shower thoroughly in the changing rooms before entering the pool area. Poolside showers are located between the sauna and steam room. Long hair must be tied back. You must sit on a towel in the sauna.

**Cancellation of an annual membership:** A 12-month upfront membership is non cancellable within the first 12 months of membership. If a membership is not renewed by/on the specific renewal date, your membership will be deemed to have lapsed and you will not be allowed access to the Spa without payment. If you wish to rejoin after your membership has lapsed (i.e. after your renewal date), you may have to pay a re-joining fee.

**Cancellation of direct debit payment membership:** Once you have entered a minimum 12-month contract agreement with Source Spa and Wellness, we will accept cancellation requests at month 10. This will ensure membership will cease at the end of the initial minimum 12-month contract, otherwise membership will continue automatically on a rolling monthly basis until such time as we receive the cancellation request, whereupon a minimum 60 days' notice and two corresponding payments will be due.

**Subscriptions, joining fees and direct debits:** In applying for membership, the member understands that joining fees and annual subscriptions are non refundable. Payment is made either by single payment for the entire year or by direct debit.

**Membership cards:** Members must carry their membership cards when visiting the Spa. Replacement cards are available from Reception at a cost. Members are responsible for their cards. Shared access with a non-member will result in termination of membership with immediate effect.

**Quality assurance:** Your complete satisfaction is very important to us. We do everything possible to get things right, but if there is something we need to improve please tell us. Speak to a member of staff at the time so they can put things right as soon as possible. We have a Duty Manager on hand, willing to help you 7 days a week between the hours of 8.30am-7pm to resolve any problems you may encounter. If you need to raise a concern or make a formal complaint, rest assured that we will take things very seriously. We will deal with your complaint professionally. We also regularly review all feedback to continuously improve your experience with us.

We endeavour to respond to all issues raised within 24 hours. Once received, we can quickly address your concerns. Please include your contact details, including your email address and an outline of your complaint. We will endeavour to rectify any issues in a reasonable time.

**Parking:** The use of the car park is free for Source members, however, an external Smart Parking solution is in operation, so please adhere to the following information to avoid a fine: you may submit one vehicle registration plate per membership that will be logged in the Smart Parking system to allow you to come and go as you please. It is your responsibility to update us with your new registration plate if your primary vehicle changes.

If you arrive in a different vehicle occasionally or regularly, you must input the registration plate into the iPad provided at Guest Relations or the Spa Reception at each visit to avoid a fine. Please note that fines cannot be overturned by Saunton Sands Hotel, to appeal a fine, you will be required to do so via Smart Parking.

**Classes:** A booking system is in place, please book online up to 7 days in advance. If you are unable to make a class for any reason, please cancel online or if you are having difficulty, please call us on 01271 892003 to allow someone else to take your space. Repeat no-shows without proper cancellation may have their ability to book into classes revoked for a period of time. Our management team reserve the right to remove memberships at anytime.

**Member discounts:** As a member, you are entitled to 10% off any spa treatment and 20% off any spa products including Source Spa Collection and iS Clinical. 10% off accommodation at any Brend Hotel is valid against full tariff prices only and doesn't apply to promotional or package prices and you must book through your Membership Manager to receive your discount. 5% off food and drink at Saunton Sands Hotel and Beachside Grill is available, please have your membership card and proof of identity ready to supply to our staff to authorise your discount.

Signature (member)		Date
Signature (member of staff)		Date