

Terms & Conditions – The Club Nottingham

1 Urban Escape

1.1 Urban Escape named overleaf is managed by Valor Hospitality Europe Limited and operated by PPC Hospitality (UK) Company Limited (“the Proprietor”) whose registered office is at St James House, 3rd floor, South Wing, 27/43 Eastern Road, Romford, Essex RM1 3NH, Company Registration Number 1958053.

1.2 All joining fees, subscriptions and other receipts shall become the property of the Proprietor. Upon cancellation or termination of membership, the member will not be entitled to any refund of the initial joining fee or any monthly membership payments made.

1.3 By accepting membership, the member agrees to pay the initial subscription fee and to abide by the terms and conditions of these rules.

2 Payment

2.1 The annual subscription fee must be paid in full by the member upon acceptance of their membership application by the Proprietor or may be paid in twelve equal monthly instalments via direct debit from the member's bank to the Proprietor's bank. For short-term memberships, including rolling monthly memberships, payments must be made by direct debit in advance for the upcoming month.

2.2 The Proprietor reserves the right to specify or modify (as reasonably necessary) the method of payment for monthly membership fees, such as through bankers' standing order or direct debit.

3 Membership

3.1 The Proprietor reserves the right to refuse any application for membership of Urban Escape at their reasonable discretion. Applications may be rejected if, for example, the applicant owes money to the Proprietor or has exhibited unacceptable behaviour on the Proprietor's premises.

3.2 Membership is non-transferable and personal to the member at the designated location. A member may not lend their membership or allow anyone else to use it. The Proprietor may assign the benefits of this agreement to any person, firm, or company at any time, provided that at least 30 days' prior written notice is given to the member.

3.3 Urban Escape offers the following types of membership:

3.3.1 Individual Membership

Available to individuals aged 16 years and older. An individual member is entitled to full access to all standard Urban Escape facilities during opening hours.

3.3.2 Joint Membership

Where applicable this membership is available to couples aged 16 years or older

residing at the same address. Joint members are each entitled to full use of all standard Urban Escape facilities during opening hours.

3.3.3. Off-Peak Membership (not available in all Clubs)

Off-Peak membership is available either to individual or joint members who will be entitled to full use of standard Club facilities during limited hours only, determined by Club management.

4 Membership Duration

4.1 The minimum membership duration is based on the membership type. A flexible or monthly membership may be cancelled by emailing Urban Escape with 30 days' notice. The annual membership period is 12 months from the start date. Alternatively, there may be options for 3 or 6-month minimum terms, which will convert to a monthly rolling membership once the initial term has ended.

5 Fees

5.1 The initial subscription fee and the monthly membership fee set out overleaf shall be payable for each type of membership Urban Escape management shall give at least 30 days written notice of any changes to monthly charges. Urban Escape management will provide at least 30 days' written notice of any changes to the monthly charges.

6 Admission

6.1 Every member shall be issued with a membership card/or access to a membership app. Members must swipe their card/QR code on each visit to Urban Escape, failure to do so will mean that a member will not be allowed entry to Urban Escape. A nominal fee of up to £30 may be charged for lost membership cards to cover the Proprietor's administrative costs.

7 Termination

7.1 The membership of any member may be terminated:

a) By the Proprietor:

1. Without notice if a member commits a serious or repeated breach of Urban Escape rules as set out in these terms and conditions or as displayed on Urban Escape notice board from time to time.
2. By written notice via email, if any payment owed to Urban Escape by the member remains unpaid 30 days after the due date.
3. Upon giving no less than 30 days' written notice via email, if the Proprietor reasonably suspects that the member is causing undue upset or inconvenience to other Urban Escape members or the Proprietor's staff, appropriate action may be taken.

b) By the member:

1. The member may terminate their membership by providing at least 30 days' prior

written notice via email. It will be the member's responsibility to cancel any related direct debits.

2. Serious medical illness/injuries will be considered for cancellation on a case-by-case basis.

8 Guests

8.1 Members who introduce guests to Urban Escape shall ensure that their guests complete a "guest pass" and pay the current guest fee as displayed on Urban Escape notice board.

8.2 Guests must always be accompanied by the member who introduced them, and the member will be responsible for their guests' actions while on Urban Escape premises.

8.3 No more than two guests may be introduced to Urban Escape at any one time by the same member. Prior approval may be granted by the management to admit extra guests.

8.4 Guests with a valid guest pass will enjoy the same membership privileges as the accompanying member, unless otherwise specified by Urban Escape management at the time the guest pass is issued.

8.5 Those entering Urban Escape using a guest pass must be aged 16 or over.

8.6 Urban Escape management may reasonably refuse any guest entrance to Urban Escape.

The guest charges and admission hours may vary from time to time, as displayed on Urban Escape notice board.

9 Children

9.1 Children under 16 years of age who are permanent residents of a household where a parent is a Urban Escape member on a family tariff or children's membership may use Urban Escape swimming pool. The accompanying adult member is responsible for the child's conduct and supervision at all times. The hours during which children are permitted may vary periodically and will be displayed as 'family-friendly' by Urban Escape management for the members.

9.2 Children under 16 years of age should always be supervised by a parent, guardian or carer.

10 Dress

10.1 Appropriate dress must be worn at all times within Urban Escape. Trainers must be worn whilst using equipment within the gym.

11 Reservations

11.1 All reservations for services and/ or programmes may be made by members up to one week in advance.

11.2 The management can refuse to rebook classes for a member who repeatedly cancels or fails to keep an appointment for services and/ or programmes.

12 Conduct of Members

12.1 Members and guests are expected to conduct themselves in an orderly and lawful manner at all times while in Urban Escape. The member or their guest will be responsible for paying for any damage Urban Escape property resulting from negligence or misconduct.

12.2 Members and guests are not permitted to bring alcohol or food into Urban Escape, and smoking or vaping is strictly prohibited.

12.3 Members and their guests are kindly asked to shower before entering the pool, spa, jacuzzi, steam room or sauna and again after leaving the steam room or sauna and before re-entering the pool, spa or jacuzzi.

12.4 Members or guests may not enter Urban Escape under the influence of alcohol or mind-altering drugs.

12.5 Those experiencing any feelings of illness while using the steam room or sauna should leave the facility immediately and contact reception for assistance.

13 Disclaimer of Liability

13.1 Neither the Proprietor, the management company, nor any company within the PPC Hospitality (UK) Company Limited Group, or their agents or employees, shall be liable for any injury, loss, damage, or theft of personal property belonging to the member or any guest while on Urban Escape premises, except in cases where such loss, damage, theft, injury, or death is caused by the negligence of the Proprietor, its employees, or agents.

13.2 Members and/ or guests are advised to undergo a medical examination prior to beginning a physical activity programme. Those with diabetes, heart disease, circulatory problems high or low blood pressure, conditions affecting your body's ability to react to heat and pregnant women should consult with their doctor to check which Urban Escape facilities should not be used.

14 Other

14.1 Members must notify Urban Escape Manager in writing of any changes to their name, address or bank details.

14.2 Urban Escape management reserves the right to show potential members around The Club and allow them to use Urban Escape facilities on a trial basis from time to time.

14.3 The hours during which Urban Escape is open for use by members may change from time to time or for bank holidays, cleaning or decorating. Where possible, members will be given at least 14 days' notice of changes to opening times, although shorter or no notice may be provided in emergency situations.

14.4. Urban Escape management will make reasonable efforts to ensure that Urban

Escape facilities are in working order and available for use by members during operating hours. However, there may be occasions when facilities are out of order or unavailable due to reasons beyond the reasonable control of the Proprietor.

A member's entitlement to use Urban Escape facilities is limited to those that are available at the time they wish to access Urban Escape

14.5 Urban Escape management shall keep Urban Escape notice board up to date and the

member agrees to consult it regularly. Members who have difficulty reading the notice board should notify Urban Escape management so that alternative notification procedures can be put into place.

14.6 Any dispute or disagreement regarding the interpretation of these rules shall be resolved at the discretion of the Proprietor.

14.7. The Proprietor reserves the right to modify, revoke, or add to these rules at its discretion, with 30 days' prior notice given to members.

14.8. Failure by the Proprietor or a member to enforce any of its rights at any time or for any period shall not be considered a waiver of those rights.

15 Suspending Membership

15.1 If a member is unable to use Urban Escape, then they may suspend or "freeze" their membership for a nominal charge of up to £10.00 per month for an individual or £15.00

per month for a joint membership. At least 30 days' written notice must be provided to Urban Escape Manager, with the notice period ending on the last day of the month before the suspension period begins. The member may not use Urban Escape facilities during the period of suspension.

15.2 A membership may be suspended for a minimum of one month and up to a maximum of two months in any one year.

16 Interest and Fees

16.1 PPC Hospitality (UK) Company Limited shall charge interest at a rate of 8% on any unpaid membership fees, starting from the first day the payment is overdue. This will be added to the member's debt, along with any debt recovery and court costs (if applicable) incurred by PPC Hospitality (UK) Company Limited due to the member's failure to make timely payment.

17 Entire Agreement

17.1 The member and Urban Escape acknowledge that this Agreement replaces and nullifies all previous agreements and representations between the parties concerning its subject matter. This Agreement encompasses all agreements, warranties, understandings, conditions, covenants, and representations made by both the member and Urban Escape regarding the subject matter. Neither the member nor Urban Escape

will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not explicitly stated or referenced in this Agreement. Urban Escape is considered to have rejected any different or additional provisions in purchase orders, invoices, or similar documents, unless it expressly accepts such provisions in writing. Any such rejected provisions will be unenforceable. This Agreement will be executed solely in the English language. The member expressly waives any right to have this Agreement written in the official language(s) of their country of domicile, as provided by law.

18 Changing facilities

18.1 We are committed to creating an inclusive and respectful environment for all members, regardless of gender identity or expression.

18.2 For the dignity and privacy of all our leisure club users, our facilities include designated single-sex male and female changing rooms. We therefore respectfully request that all leisure club users should use the changing room that corresponds to their biological sex.

18.3 For non-binary and transgender individuals, we offer an alternative private space. If you require any assistance in accessing this space please ask one of our team members.

18.4 Children aged 8 years and older should also use the changing room that corresponds to their biological sex. Non-binary and transgender children should use the alternative private space.

18.5 Children under 8 must be accompanied by their parent or guardian when using the changing rooms or alternative private space.

18.6 We ask all members to respect the privacy and dignity of others. Harassment, discrimination, or inappropriate behaviour will not be tolerated.

If you have concerns or specific needs related to the changing facilities, please speak with a team member. We are here to help ensure everyone feels safe and supported.

19 Data Protection

19.1 Urban Escape, its management company, Valor Hospitality Europe Limited, and its operator, PPC Hospitality (UK) Company Limited, understand the importance of your privacy and how much you care about how your personal data is used online. We respect and value the privacy of everyone who visits our websites and will only collect and use your personal information in the ways outlined here, in accordance with the 2018 General Data Protection Regulation (GDPR). If we need to use your information for any purposes not outlined in this policy, we will contact you beforehand to obtain your consent and will not proceed without your approval. We will only use your personal information to respond to your enquiry, enhance your experience on our websites, or

share information we believe is of genuine interest to you, based on your preferences (with your consent). To inquire about your personal data, request access to your information, or ask for removal from our database, please contact us via email at: dataprotection@valoreurope.com.

20 Variation of Terms and Conditions

20.1 The Proprietor may amend these Terms and Conditions. If Urban Escape sends the member or displays a revised version of these Terms and Conditions within Urban Escape , along with a notice specifying the date when the revised terms will take effect, the member will be deemed to have accepted the revised terms by continuing to use Urban Escape facilities after that date.