

EASTERBROOK BISTRO, BAR & SPA MEMBERSHIP TERMS AND CONDITIONS

Acceptance of a membership application by Easterbrook Bistro, Bar & Spa constitutes a contract of Membership which is subject to compliance with the following Spa Membership terms and conditions. Easterbrook Bistro, Bar & Spa is wholly owned by the Crichton Trust which reserves the right to accept or reject any application for membership without ascribing any reason for doing so, or to cancel any membership should that member's conduct contravene any of the membership terms and conditions

1. Your Membership

- 1.1 Acceptance of an application for membership by Easterbrook Bistro, Bar & Spa will constitute a contract for membership of Easterbrook Bistro, Bar & Spa subject to these terms and conditions.
- 1.2 The Trust may at its discretion terminate your membership without notice if you repeatedly or seriously break the Spa Rules.
- 1.3 Memberships are an annual commitment; fees may be paid in full annually in advance or by monthly instalments by standing order or direct debit.
- 1.4 If a member fails to make payment, access to Easterbrook Bistro, Bar & Spa will be restricted until payments are updated. If a member misses payments on two or more occasions, the Trust may terminate your membership. If you want to reinstate your membership subscription having defaulted, you may be liable to pay an administration fee.
- 1.5 The Trust may refer any missed payments, (for example, payments you owe for the rest of an initial term or notice period), to a collection agency.
- 1.6 All membership is personal to you and you cannot loan or transfer it to another person.
- 1.7 Swimwear **MUST** be worn for using the Spa including steam room and sauna. Outdoor shoes or clothing should **NEVER** be worn in the Easterbrook Bistro, Bar & wet area.
- 1.8 Showers must always be used before entering the pool area.
- 1.9 For your own safety the swimming pool operates a **NO DIVING** policy. Any members or guests who do not adhere to this policy will be asked to leave.
- 1.10 The sauna and steam room is available to members and guests aged 16 and over and we recommend that you stay a **maximum** of 15 minutes in each room.
- 1.11 The Trust will not allow photography within the pool area, gym or studios unless express permission has been given beforehand.
- 1.12 It is recommended that members bring their own towels. However, towels are available for hire at a cost £3.00.
- 1.13 The Trust has an expectation that Members and Guests will conduct themselves appropriately and at no time allow their behaviour to negatively impact on the enjoyment of other Spa users. Management reserve the right to ask members or guests to leave the spa if they reasonably believe that they are in breach of these Spa rules.

2. Repairing or removing facilities

To provide the highest standards of facilities, the Trust will occasionally require to carry out repairs and refurbishment to the Spa. No credit or refund subscriptions will be provided at times when some or all the facilities are closed for repair or refurbishment.

3. Cancellation

- 3.1 If you wish to cancel your membership it is recommended you inform Easterbrook Bistro, Bar & Spa in writing or by email (members@crichton.co.uk) before cancelling the standing order with your Bank.
- 3.2 Any refund of membership fees paid in advance will be entirely at the discretion of management.
- 3.3 Once cancelled, re-activation of membership is subject to availability.

4. Under 16's

- 4.1 Under 16's must have an adult present to supervise them at all times.
- 4.2 Access to the Spa for under 16's is restricted to between 9.30 – 11.30am and 3.30 – 5.30pm, Monday to Friday.
- 4.3 The sauna and steam rooms are not available for use by under 16's.
- 4.4 Parents and or guardians of under 16's are responsible for their child's behaviour and must ensure that their child adheres to Neuros conditions of membership at all times
- 4.5 Children under two years are required to wear swim nappies when using the pool.
- 4.6 One adult may supervise a maximum of two children under the age of eight at any one time.

5. Disclaimer

- 5.1 Easterbrook Bistro, Bar & Spa will compensate Members for any loss or damage they may suffer if it fails to carry out its obligations under this agreement or to a reasonable standard.
- 5.2 Easterbrook Bistro, Bar & Spa are not insured for any loss, damage or theft of Member's personal property, or that of their Guests, on the Spa premises.

- 5.3 Easterbrook Bistro, Bar & is responsible for any breach of duties placed on it by law (including if it causes death or personal injury to you by our negligence), unless failure is due to:
- Your own fault (including failing to pay attention to health and safety signs and staff instructions);
 - Another person or company not connected with the services we provide under this agreement; or
 - Events which neither our suppliers nor we could have expected even if we had taken all reasonable care.

6. Data Protection

- 6.1 Easterbrook Bar, Bistro & Spa is committed to operating in a way that complies fully with the provisions of the General Data Protection Act 2018 and recognises that the personal data legitimately required in order to carry out its business must be collected, processed, stored and disposed of fairly, lawfully and with due regard to confidentiality.
- 6.2 We will only collect personal data to the extent which is required for a new member to be processed on our systems.
- 6.3 We will retain your personal information only for as long as is necessary and consistent with UK law and will take all reasonable steps to destroy, or erase from our systems, all data which is no longer required.
- 6.4 We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.
- 6.5 If you opt in receive to our email newsletter on your paper application form, you can unsubscribe at any time via the link in our newsletter emails.
- 6.6 You can contact us at any time to ask us what information we hold, to update that data, or to delete it. A small fee may be payable. Please write to Data Protection Officer, Easterbrook Bistro, C/O The Crichton Trust, Grierson House, Crichton Estate, Dumfries, DG1 4ZE.

7. Other

- 7.1 Easterbrook Bistro, Bar & can: change, withdraw or add to; prices, Terms and Conditions and the Spa Rules as it deems fit in its absolute discretion; determine any dispute or difference, which may arise in interpretation of these Terms and Conditions and the Spa Rules or change operating hours of the Spa where deemed necessary.
- 7.2 Management of the Spa and facilities is controlled by Easterbrook Bistro, Bar & Spa who require Members and guests to comply with any reasonable directions given to ensure the smooth operation of the Spa.
- 7.3 The Company reserves the right to close the pool and Spa area for special events at the management's discretion.
- 7.4 Members' cards: if a member requests a replacement card there is a £5 charge for each additional card.
- 7.5 Easterbrook Bistro, Bar & Spa pool has a maximum capacity of 20 persons at any given time.
- 7.6 The use of photographic equipment, including smart phones, is not permitted within the spa area.

EASTERBROOK BISTRO, BAR & SPA MEMBERSHIP RULES

Members must not:

- Abuse the facilities of the Spa (Members will be responsible for the cost of repair or replacement for any negligent or deliberate damage to Spa property).
- Behave in a violent or rude way or in a way, which offends or distresses others.
- Smoke or use electronic cigarettes in any part of the spa or bring alcoholic drinks, drugs or other mood-altering substances into the spa
- Use the facilities of the Spa while under the influence of alcohol, narcotics or other mood-altering substances.
- Bring any form of glass receptacle into the Spa or pool areas. Plastic bottles are permitted.
- Bring food or drink (other than water in a plastic bottle) within the spa area
- Make derogatory or defamatory remarks about Easterbrook Bistro, Bar & Spa , its staff or other members or spa users.
- Use the pool, sauna or steam if they have a current or recent illness including respiratory problems, infections, digestive upsets and rashes.
- Use the pool, sauna or steam room if they have a recent history of diarrhoea (i.e. within the last 14 days)

Lockers

- Easterbrook Bistro, Bar & Spa provides coin-operated lockers for use while in the Spa
- Easterbrook Bistro, Bar & Spa may remove any items left in the lockers overnight
- Easterbrook Bistro, Bar & Spa can inspect the contents of all lockers for security reasons
- Easterbrook Bistro, Bar & Spa does not permit members to keep lockers for their personal use.