



Chuan Spa and Health Club Membership Terms and Conditions

1. Location

Chuan Health Club and Chuan Spa is located on the 2nd Floor of The Langham, Auckland (the 'Hotel'), 83 Symonds Street, Auckland, New Zealand and administered by the Spa Director and Health Club Supervisor or by such person as the management of the Hotel shall nominate.

2. Application

- (a) Persons who wish to become a member of the Spa or Health Club shall submit a completed Application Form to Chuan Spa.
- (b) Membership is only available to persons aged 16 years and over.
- (c) The approval of the membership application is at the sole discretion of the Hotel.
- (d) When the application is approved and fees have been paid, a membership card (the "Card") will be issued to the applicant.

3. Card

- (a) The Card at all times will remain the property of the Spa, and must be returned to the Spa upon termination of membership or upon the request of the Spa Director.
- (b) The Card is for the sole use of the applicant and should not be loaned or assigned to any third party.
- (c) Acceptance by the Spa/Health Club of an application for membership shall constitute a binding contractual agreement. Based upon these terms and conditions and any rules and regulations of the Spa/Health Club may be enforced and modified from time to time.
- (d) Loss of the card will incur a cost of \$25 to the member. Had the member lose a card during the course of their membership term, access to the Spa/Health Club will be re-instated once a new card has been purchased.

4. Fees and Charges

- (a) Membership for the Health Club is subject to a one off joining Fee (see clause 6b).
- (b) Membership fees and charges for any facilities or services shall be determined or varied from time to time.
- (c) Membership is for a 12 month continuous period.
- (d) Membership shall be settled annually on or before the expiry of the membership by payment of the prescribed fee to the Club.
- (e) Refunds will not be permitted on the membership due to non-usage.

5. Membership Suspension

- (a) Membership suspension is available to annual members (for avoidance of doubt, annual members means members who have annual pre-paid membership fees).
- (b) Annual members shall give 14 days' prior written notice to the Spa for suspension of their membership, no more than twice a year and for a maximum of 1 month each in duration.

6. Membership Renewals

- (a) Members have up to 14 days from date of expiry to renew their membership.
- (b) The Spa reserves the right to re-charge a Joining Fee for the Health Club if the member does not renew within 14 days from date of expiry.

7. Transfer and Cancellations

- (a) All memberships are non transferable and membership fees are non-refundable.
- (b) The Spa may transfer or assign the benefit of its membership to any third party at any time.
- (c) Cancellations are not permitted during the 12 month membership agreement.

8. Privileges

- (a) Health Club members shall have free access to use the following facilities in the Spa: swimming pool, health club, sauna, herbal steam room, ice experience, snail shower, Jacuzzi and locker room.
- (b) Members may use the treatment services of the Spa at the rates published in their specific membership entitlements. Access to spa treatments start from 9am daily.
- (c) Health Club Members are entitled to Health Club access 24 hours a day, 7 days a week. Access to Spa wet facilities are limited to Monday to Sunday 6am to 9.30pm.
- (d) Membership privileges stated in Clause 8 do not form part of the membership contract and may be withdrawn without notice by the management.
- (e) Membership discounts on Chuan Spa treatments and products, and discount in hotel restaurants and bars, is available Monday - Friday only excluding Public Holidays, Mother's Day, Father's Day, Valentine's Day and New Year's Eve.

9. General Rules and Regulations

For the safety and enjoyment of all members and guests, all rules and regulations herein contained must be complied with. The Hotel reserves the right to vary these rules and regulations at any times without prior notice (an update copy of such can-be obtained from the Spa reception).

- (a) Members or guests shall not use any Spa facilities whilst suffering from any infectious or contagious illness, disease or other ailment, or whilst suffering from open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety or comfort or physical condition of other members or guests.

- (b) Members or guests should not use any Spa facilities while under the influence of alcohol, anticoagulants, antihistamines, vaso-constrictors, narcotics and/or tranquillisers. Persons with diabetes, heart disease or high/low blood pressure should consult with their medical practitioner prior to use of any Spa/Health Club facilities.
- (c) Expectant mothers are prohibited from the use of the sauna and herbal steam rooms, and should only enter the swimming pool and Jacuzzi after consultation with a doctor, and do so entirely at their own risk.
- (d) The Spa reserves the right to require members or guests to desist from performing any exercise that is considered a hazard or inconvenience to other members or guests. Members or guests shall further comply with any directions that the management may give to ensure the smooth operation of the Spa/Health Club, the use of the facilities and the convenience of all members and guests.
- (e) Members must present their Card upon request to enter the Spa/Health Club and shall sign in at the Spa reception.
- (f) Members, upon joining, are entitled to passes for their guests (excluding children) subject to their relevant membership tier (please contact the Spa Concierge for details). For such guests use of any Spa/Health Club facility is permitted, provided that all rules and regulations of the Spa are followed. The guest must sign a disclaimer prior to use of the facility and must be initially given a tour by Spa staff. Guests must be accompanied by a member at all times, sign in the guest book and should leave the Spa/Health Club together with or before the member.
- (g) Members shall not at any time introduce any guest who has previously been denied Health Club membership or has had their membership terminated or suspended without first obtaining the approval of the Spa Director.
- (h) Members and guests are advised in the interests of security to not leave money or valuables in the Spa/Health Club.
- (i) No pets are allowed in the Spa.
- (j) Smoking is not permitted in the Spa.
- (k) No food or beverage can be consumed in the spa other than those purchased in the hotel outlets.
- (l) Correct attire is required in the Spa/Health Club. The following items are considered appropriate:

Health Club:

Ladies: T-shirt, leotard, shorts, sports top, trainers.

Men: T-shirt, shorts, cycling shorts, trainers.

Swimming pool:

Ladies: One piece swimming suit, bikini.

Men: Swimming trunks, swimming briefs.

Outdoor shoes, training shoes (which have been used for outdoor activities) and underwear are not considered as appropriate attire and the Spa/Health Club reserves the right to deny any access to the Health Club and/or swimming pool and/or Jacuzzi. It is acknowledged that no beach wear will be worn in the hotel public areas (other than the Spa) and as a member the hotel dress code must be adhered to in all public areas.

- (m) In the interests of efficiency and safety all free weights must be returned to their racks immediately after use.
- (n) The swimming pool is often unsupervised, swimming is therefore at your own risk. Running, jumping or diving in the swimming pool area are prohibited.
- (o) For health and hygiene reasons all members and guests are required to shower before entering the swimming pool, indoor and outdoor Jacuzzi.
- (p) Children under the age of 16 are not permitted to enter the swimming pool area unless accompanied by a responsible adult aged 18 or over and the following applies to persons under the age of 16:
 - (I) Whilst in the swimming pool area, children under the age of 16 must be accompanied by a responsible adult aged 18 or over.
 - (II) Any child under the age of 8 will not be permitted to use the swimming pool unless accompanied in the water by an adult aged 18 or over.
 - (III) In the case of more than one child wishing to use the swimming pool, the recommended safe numbers for supervision are: - two children to one adult (aged 18 or over); or if the children are under 5, one adult to one child.
 - (IV) Children under the age of 16 are prohibited from the use of the spa facilities and treatments, Health Club, sauna, herbal steam room, ice experience, snail shower and Jacuzzi.
- (q) The times at which any or all of the facilities shall be available to members and guests shall at the sole discretion of the Hotel or the Spa Director. Any or all of the facilities may be closed at any time for the purpose of cleaning, decorating, repairs or for special functions. The Hotel reserves the right to make reasonable alterations to the types of facilities provided without notice, and shall not be liable for any loss incurred thereby.
- (r) The member or guest warrants and represents that he/she is in good physical condition and that he/she knows of no medical or other reason why he/she is not capable of engaging in active or passive exercise, or why such exercise might be detrimental to his/her health, safety, comfort or physical condition.
- (s) The Spa may terminate the membership of any member:
 - (I) Without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of complaint by another member, members or guests, is such that in the opinion of the Hotel, it may be injurious to the character or interests of the Spa, or is such that it renders the member unfit to associate with other members or guests of the Spa,
 - (II) Without notice and with immediate effect should the member have committed any breach of these terms and conditions or the rules and regulations of the Spa/Health Club as are from time to time enforced, membership may be suspended or withdrawn.
 - (III) By notice in writing if the annual membership fees is not paid in accordance with Clause 4(f).
 - (IV) Upon not less than 30 days' notice in writing should the Hotel be of the opinion that the memberships reduce the availability of any facilities to its resident guests to whatever standard or degree the Hotel desires.
- (t) A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect. On termination of the membership, the member shall return to the Spa the Card and any other evidence of membership provided by the Spa. Membership fees will not be refunded.
- (u) The Hotel, at its sole discretion, may vary at any time these terms and conditions and rules and regulations, entry fee, membership fees or any charges for the use of any of the Spa facilities. Notice of such alteration, deletion or addition shall be given to the members by email, phone or post.
- (v) Any dispute or difference which may arise in regard to the interpretation of these rules and regulation shall be determined by the management of the Hotel whose decisions shall be final and binding on all members or guests of the Spa/Health Club.
- (x) In consideration for the Hotel accepting a person's application for membership, and allowing such person to become and remain a member, the member agrees that neither the management nor its employees or agents will be liable in any way for loss of, or damage to the property of members or guests or for personal injury to, or death of any member or guest except that to the extent that such personal injury or death arises from the direct wilful act, neglect or default of the Hotel or any of its employees or agents.