

The Collective Membership Terms and Conditions

TERMS AND CONDITIONS

Version 1. 1st August 2023

These terms and conditions govern the Collective Membership of Taplow House Hotel Limited. By joining the Collective Membership each member agrees that he/she/they has read and understood the programme terms and conditions and the Taplow House hotel privacy policy.

1. ABOUT THIS AGREEMENT

1.1. References to the 'Agreement': means the membership between you and us, which incorporates the membership application form and these Terms & Conditions.

1.2. References to 'you', 'your' and 'yours': are references to the named individual completing the membership application form.

1.3. References to 'we', 'us' and 'our': are references to Taplow House Hotel Ltd.

1.5. "Membership": refers to the set-out Agreement at a specific tariff and duration, pursuant to Section 2 in its entirety.

1.6. "Membership Term": refers to the full membership time period covered by this Agreement.

1.7. The "subscription fee" means the membership fee, payable in full in advance by Direct Debit.

2. MEMBERSHIP TERMS AND DURATION

2.1. As a pre-paid member, unless your membership has been brought to an end early (pursuant to Sections 7 and 8), we will write to you giving you no less than 30 days notice of the membership expiry offering the opportunity to renew. Our letter to you will indicate any changes to the subscription fee payable and any revised terms and conditions.

2.2. Following cancellation, it is your responsibility to instruct your bank to stop the Direct Debit payments at the end of the

notice period. We cannot be held liable for any payments processed due to your failure to cancel the Direct Debit instruction.

2.3. Cancellations are to be sent in writing, dated, with your membership name & number visible, to: Accounts Department, Taplow House Hotel & Spa, Berry Hill, Taplow, SL6 0FD or emailed to reservations@taplowhouse.com.

2.4. If you have not received a response to your cancellation notice within 14 days of the date of your letter or email, your letter or email will be deemed to have not been received & it will be your responsibility to contact us.

2.5. If within 14 days of the commencement of your membership you wish to terminate this Agreement, you must notify the Hotel in writing within that 14 day period, in which case we will agree to terminate the Agreement and refund you 50% of the subscription fee. This termination option only applies within the first 14 days of membership, as a cooling off period. After 14 days this termination option is no longer applicable.

2.6. We only supply memberships under these conditions for domestic and private use. You agree not to use the Membership for any commercial, business, or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

3. FEES

3.1. The basic fee structure comprises of a subscription fee. Other charges may vary and include beauty/therapy treatment fees, guest fees and any other applicable services. All prices for services are available from reception.

3.2. All published fees and other charges are inclusive of VAT. You agree to pay VAT at the applicable prevailing rate and any other direct

or indirect taxes or levies imposed on us in connection with the provision by us to you of our services under this Agreement.

3.3. We have the right to review the subscription fee at any time, but only once during a calendar year.

4. BENEFITS

- 4.1 30% off all food and beverage. Discount does not apply to promotional menus or offers.
- 4.2 1 x complimentary traditional afternoon tea for four, each month. Subject to availability, pre-booking necessary.
- 4.3 Complementary private dining room hire for groups of 12 or more, when dining from the A La Carte or private dining menu. Subject to availability.
- 4.4 Children Under 10 eat for free, when dining from the children's menu and You purchase at least one regular/adult meal.
- 4.5 20% off gift vouchers.
- 4.6 Preferential rates for bed and breakfast overnight stays. Benefit excludes Bank Holiday weekends, Christmas and New Year period. Valid for double occupancy only. For new reservations only, made at least 5 days prior to arrival.
- 4.7 Pet's Stay for free. Plus receive special pet-perks during your stay, including a dog bed and bowl.
- 4.8 40% off spa treatments Monday to Sunday.
- 4.9 Facility Use is available to all members Monday to Sunday from 9.00 am to 7.00 pm. This must be pre-booked and members must sign in at Reception.
- 4.10 Two guest facility passes each month. Guests must sign in at Reception and facility use must be pre-booked.

4.11 Exclusive event invitations.

5. BENEFIT INFORMATION

- 5.1. THH events will run on a periodic basis, meaning that there may not be one immediately available.
- 5.2. THH will require a credit card deposit when taking a booking for accommodation and full pre-payment for all spa reservations.
- 5.3. Benefits cannot be transferred to non-members.
- 5.4. ALL BENEFITS ARE SUBJECT TO AVAILABILITY.

6. YOUR OBLIGATIONS

- 6.1. You here by agree to:
 - 6.1.1. the subscription fee, and other applicable charges. Should your subscription fee default you will be liable for an administration charge on each occasion.
 - 6.1.2. Comply with House Rules at all times.
 - 6.1.3. Observe in particular all Health & Safety regarding the usage of the Hotel, its equipment, and facilities.
 - 6.1.4. Conduct yourself in an orderly manner so as to not interfere with the safety, use, or enjoyment of the Hotel and its facilities for staff, guests and other members.
 - 6.2. You shall be issued with a virtual membership card, which remains our property. This card is personal to you. You must not allow anyone else to use your card to gain access to your benefits or hotel facilities. Any fraudulent use of your membership card will result in termination of your membership pursuant to Sections 8.1 and 8.2.
- #### **7. CANCELLATIONS**
- 7.1. If you are a pre-paid member, and wish to cancel the Agreement early, ahead of the expiry date indicated on the application form you may do so subject to Section 2.5.

7.2. Failure to pay membership subscription fees on time may result in additional charges being incurred and instigation of legal action to recover such debts. The cost of this instruction will be borne by you, including costs in tracing you should you have changed address. This may affect your credit rating.

7.3. In addition to our termination rights under Section 8 below, we may terminate the Agreement with 30 days written notice for any reason and in the event the following monies will be refunded within 3 calendar months.

7.3.1. A proportionate amount of the subscription fee will be repaid to you for the unexpired duration.

8. TERMINATIONS

8.1. We may terminate your membership at any time at our discretion with written notice in the event that: - Unpaid fees remain unpaid 14 or more days after written notice of the outstanding debt; or - Immediately at our absolute discretion if you are in serious breach of this Agreement or commit repeated minor breaches.

8.2. If we do terminate your membership under Section 8.1 for any reason all subscription fees shall be forfeit and not subject to refund for any reason.

9. SUSPENSIONS

9.1. Provided that the fees have been paid and are up-to-date, you have the right to suspend your membership for a minimum of 2 months and maximum of 6 months per year. The expiry date on the membership will be extended by the period of suspension.

9.2. A monthly suspension fee of £50 is to be charged for the duration of the suspension, to cover administrative costs. This fee can be waived on medical grounds; however we reserve the right to ask for proof (e.g. a doctor or hospital letter).

10. HOTEL MAINTENANCE

10.1. We reserve the right to close the Hotel for up to 14 days in any one calendar year for

the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. Should any closure extend beyond 14 days or if the Hotel is closed for these reasons for more than 14 days in a calendar year, we will refund a proportionate amount of the subscription fee for the closure of the period exceeding 14 days.

11. GUESTS

11.1. You are entitled to bring guests to the Hotel who may use the facilities on payment of the applicable guest charge. Guests must be accompanied by you at all times and must sign in prior to admittance.

11.2. Guest admittance may be retracted at certain times at the discretion of the Hotel.

11.3. You are responsible for ensuring that your guests comply with the Hotel Rules and you must not leave the Hotel before your guests.

11.4. You may not introduce a guest that has been previously rejected as a member or who has had membership terminated or suspended for any reason.

12. JOINT MEMBERSHIP

12.1. Our Agreement is with the person signing the membership application form on behalf of the joint member and that person remains responsible for ensuring the joint member complies with this Agreement as if they were party to it.

13. LIABILITY

13.1. We and our employees, officers and agents will not be held liable in any way for the loss of, damage to, or theft of property of a member or guest.

13.2. This clause does not limit in any way our liability for:

13.2.1. Fraud or fraudulent misrepresentation; or

13.2.2. Any breach of the obligations implied by section 12 of the Sales of Goods Act 1979

or section 2 of the Supply of Goods and Services Act 1982; or

13.2.3. Losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

14. VARIATION OF TERMS

14.1. We reserve the right to vary these terms and conditions to reflect the changes in connection with the management and operations of our Hotel or the law. Unless changes are due for health and safety reasons or are essential to safeguard our interests, those of our members or hotel guests, we will use reasonable efforts to give you at least 14 days' notice before any changes take effect by displaying an appropriate notice in the Hotel.

14.2. If you do not accept the proposed variations and can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you, you may cancel the Agreement. Your right to terminate does not apply if the changes have been imposed upon us by legalisation, government or local authority regulation of any other competent body. We will make an appropriate refund of the subscription fee for the unexpired period of the Agreement.

15. PERSONAL INFORMATION

15.1. We use the personal information you provide to us in deciding whether to accept your membership application. That information and any other personal information that you provide us is to be collected and processed by us so that we can provide you with our services and handle your requests, and is processed according to the Data Protection Act 1998.

15.2. You have the right to ask for a copy of the information we hold on you and to have any inaccuracies corrected by us by contacting the Hotel.

15.3. You must inform us of any change in your personal details you have provided to us. If you fail to notify us of a change of address, any communication will be deemed to have

been received by you 5 days after posting by us.

15.4. If we need to contact you we may do so by phone, e-mail, or post using the details you provided as part of this Agreement.

16. GENERAL

16.1. We may transfer any of our rights and liabilities under this Agreement. We will notify you of any such transfer.

16.2. These Terms and Conditions do not affect your statutory rights.

16.3. If any of these terms are found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable, or unreasonable, they shall be deemed severable and shall not affect the validity or enforceability of the other terms and conditions.

16.4. These Terms and Conditions are governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

I HEREBY ACKNOWLEDGE, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT, AND THAT I HAVE RECEIVED AND COMPLETED ALL SUPPORTING DOCUMENTS THAT FORM THIS AGREEMENT.