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## MEMBERSHIP TERMS AND CONDITIONS and CODE OF CONDUCT

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These Terms and Conditions (“T&Cs”) and the Code of Conduct (“the Code”) of Drumsheugh Baths Club. Limited (“the Club”) together constitute the rules of membership of the Club (“the Rules”). The Code is designed for the benefit of all members, to promote a safe and positive atmosphere throughout the Club, and to ensure members’ enjoyment of the Club. The Board of Directors of the Club (“the Board”) is responsible for the overall management and running of the Club. It may, at its discretion, amend the Rules from time to time and has the authority to deal with breaches of the Rules. By joining the Club, members agree to observe and always comply with the Rules as they are constituted from time to time. Suggestions for improvement or development of the Club may be made in writing to the General Manager.

### TERMS AND CONDITIONS

#### 1. General

1.1 Use of the Club facilities shall be in accordance with the pool and class timetables, displayed in the Club and available on the Club’s website.

1.2 If the swipe card provided to members, to use when entering the Club, is lost or stolen, the Club’s General Manager or another member of staff should be notified as soon as possible. A replacement card fee (currently £2) applies for lost cards. There is no charge for stolen cards.

#### 2. Membership Categories and Fees

2.1 The categories of membership and current applicable subscription rates are detailed in the Appendix to these T&Cs.

2.2 The subscription year runs for 12 months from 1<sup>st</sup> February each year. Members who resign their membership during the subscription year are liable to pay the balance of any unpaid instalments up to the end of the subscription year, and no refund is given of payment made in advance.

2.3 For members joining part way through a subscription year the subscription is pro-rated for the remaining portion of that year.

2.4 Annual Subscriptions may be paid annually by Direct Debit, BACS, or cheque; or monthly or quarterly in advance by Direct Debit. On approval of membership, those wishing to pay by Direct Debit will be supplied with a mandate form for completion.

2.5 If payment is not received by the due date a reminder will be sent and if payment is still not received by 1 month after the due date then membership will immediately be suspended. Membership can then only be reinstated by written appeal to the Chair of the Board and payment for the year made in full.

## **APPENDIX to Terms and Conditions**

**Categories of membership are detailed below. For those categories with age restrictions, the applicable age is that which applies at the commencement of the subscription year (1st February.)**

### **Family**

A family of up to two adults and four children.

### **Couple**

Two individuals residing at the same address, who are either married, in a civil partnership, co-habiting or are immediate family. Membership subscriptions must be paid from one source.

### **Single**

A single member.

### **Under 30s**

Any member between 22 and 29 years old.

### **Senior Citizen**

A member who has (a) attained the State Pension age in terms of the Pensions Acts 2007 - 2014; and (b) been a full member for a minimum of 10 years prior to attaining such age.

### **Senior Citizen Couple**

A Couple, both of whom are Senior Citizens, as both terms are defined above.

### **Young Person**

A member who is between 18 and 21 years old, and who was previously a Junior Member

### **Junior**

A member under 18 years old. Only Junior applicants whose parents or guardians are also applying for membership, or are currently existing members of the Club, will be considered for membership at this time

### **Distant Membership**

Available to members of more than one year's standing whose main residence is more than 50 miles distant from the Edinburgh city boundary and who have no regular business interests within the city. Entitles the member to use the Club facilities on no more than two occasions in any calendar month.

Where appropriate, proof of status is required at the start of each subscription year.

Senior Citizen and Junior memberships carry restrictions on times of access to the pool hall, gym, studio, and fitness classes in accordance with the relevant timetables.

<b>List of Current Rates (2024 - 25)</b>	<b>Annual</b>	<b>Monthly</b>
Family	2,260.00	205.00
Couple	1,900.00	171.00
Single	1,100.00	100.00
Under 30s	710.00	65.00
S/C Single	530.00	48.00
S/C Couple	890.00	80.00
Young Person	410.00	37.00
Junior	200.00	18.00
Distant	290.00	NA

## CODE of CONDUCT

### 1. General

1.1 The safety of members and staff when in the Club is paramount, and staff are trained for this purpose. Members must at all times comply with directions from staff, whether concerning the use of equipment, conduct when in the Club, vacating the premises or in relation to any other matter.

1.2 Fire exits are clearly marked throughout the building. If there is a fire or if the fire alarm is activated, everyone in the building should make their way out of the Club through the nearest possible exit, and/or following the instructions of staff members, and to the assembly point at the top of Belford Road (turn left when exiting the building by the front door).

1.3 Anyone who suffers an accident or injury on Club premises must report it and the circumstances under which it happened to the Duty Manager.

1.4 The Club facilities should not be used by anyone with an infectious illness or condition.

1.5 Members must wear clothing and footwear suitable for the activity they are undertaking in the Club.

1.6 To maintain privacy, the taking of photographs, whether by camera, smart phone, tablet or any other device, is not permitted anywhere inside the Club premises, except with prior approval. Requests to take photographs, for instance of the building or an event, will be considered and must be made to the General Manager or Duty Manager.

1.7 To maintain a relaxing atmosphere, members may not make or receive calls (voice or video) in the members' lounge. Members may make and receive calls in the closed balcony or foyer area, provided they show consideration to other members. Laptops, tablets etc may be used in the lounge provided the user shows consideration to other members, and headset devices or in-ear headphones are used where appropriate. Throughout the Club premises, music is restricted to personal headphone use only. In exceptional circumstances, such as group work where music is desirable, permission may be sought from the General Manager.

1.8 Staff are on hand to welcome, help and ensure the welfare and safety of members. The staff have a duty to intervene when they consider any activity is a risk to any member or staff, or where a lack of consideration for others is causing a problem between members. Staff have the right to require any member, and/or any guest of a member, whose behaviour is giving serious cause for concern to other members or staff, to leave the premises.

1.9 Smoking (including e-cigarettes), and the use of drugs or alcohol is not permitted within the Club.

1.10 It is not permitted for any member, guest of a member, or other visitor to engage in any form of sexual activity on the Club premises.

1.11 The Club does not allow pets (except for registered working assistance dogs) in the Club premises.

1.12 When in the Club premises, members must refrain from using foul, loud, or abusive language, behaving in a threatening manner, molesting, or harassing other members, guests, visitors, or staff. Any such incident will be reported to the Board for its consideration and appropriate action. The Club recognises the right of all members and staff to be treated with courtesy and respect at all times when in the Club.

1.13 Complaints about another member, or the Club facilities should be made in writing to the General Manager for referral to the Board. If a complaint concerns a member of the Board, that member will be ineligible to attend the meeting of the Board at which the complaint is considered.

1.14. No member should give an instruction to a member of staff or subject any member of staff to personal reprimand. Any issue with a member of staff should be taken up, in the first instance, with the Duty Manager or if the issue concerns the Duty Manager, then with the General Manager. If the issue concerns the General Manager, it should be taken up with a member of the Board.

## **2. Entrance Hall**

2.1 Members must always use their swipe cards to gain entrance to the Club. This is necessary to avoid distracting staff from supervision duties and to log and monitor the use of the Club facilities.

2.2 To assist in ensuring the highest possible standards of hygiene and cleanliness, everyone entering the Club must remove outdoor footwear in the entrance hall and change into clean indoor footwear. Plastic overshoes are provided for guests and pigeonholes are provided for members' indoor footwear.

2.3 Bicycles are not permitted in the building and if left inside the building will be placed outside at the owner's risk.

2.4 Pushchairs should be folded prior to entering the building and placed neatly in the entrance hall.

## **3. Pool Hall**

3.1 The Club prides itself in the quality of its pool water. To maintain this, members must always shower before entering the pool, sauna, steam room or hot tub, or when moving from one facility to another such as from the sauna to the pool or hot tub.

3.2 To preserve their poolside locker, members must not place wet swimwear in their locker after use.

3.3 Glass containers are not permitted in the pool hall

3.4 Pool equipment, Roman rings and trapezes must be used with care and consideration for all. Users must be competent swimmers and be able to use the equipment unassisted. The platform for the trapeze can only accommodate one person at a time. Members must observe these requirements and follow staff requests or directions in the interests of safety for all swimmers.

3.5 Junior members under 8 years old must remain in the shallow end and always be accompanied by a responsible adult who is a competent swimmer. Junior members over 8 years old who cannot swim a full length of the pool must not go beyond the “15” mark.

3.6 Use of the sauna and steam room raises body temperature, and this can present a health risk to some persons. Accordingly, children under 16 years of age are not permitted to use the sauna or steam room and any member with a health condition that may be affected by using the sauna or steam room, such as high blood pressure, or a heart condition, is advised to limit their use of these facilities or take medical advice before doing so. Please read the notice on the outside of the rooms for further details and recommendations.

3.7 The hot tub may be used by all members and junior members, however, in the interests of safety, children under 12 years old must always be accompanied by a responsible adult.

3.8 Lane swimming operates during adult members’ sessions. A maximum of 7 swimmers is permitted in the pool during such sessions. In exceptionally busy periods, swimmers are requested to consider those waiting so that all have an opportunity to swim within the time available. All swimmers should have due consideration and regard for other swimmers and not obstruct or force them to take evasive action.

#### **4. The Gym, Studio, Open Gallery and Upstairs Changing Facilities**

4.1 Any gym user who suffers any unusual symptoms should stop immediately.

4.2 If a gym user has concerns about their physical condition, they should not undertake strenuous physical activities without first seeking medical advice. Gym users should not take part in any physical activity that they may not be fit for. They are responsible for monitoring their own condition during physical activity.

4.3 All gym users who are 16 years old and above must read and understand the Health Commitment Statement before using the gym equipment. Copies are displayed around the Club – in the entrance hall, and at the entrances to the gym and studio. Gym users between 12 and 15 years old shall do so in accordance with paragraph 5 below.

4.4 Members must leave this area as they would expect to find it.

#### **5. Fitness classes**

5.1 Due to the nature of the Club, and its building, the number of fitness classes that can be offered is necessarily limited. The following policies have been introduced in an effort to make attendance at classes as fair as possible to all members who wish to attend them, without need for expenditure by the Club on an expensive class booking system. They address late cancellation of class bookings, “no shows” for classes, unusually frequent cancellation of class bookings and booking of “back-to-back” classes.

- 5.2 Fitness classes require to be booked in advance, using the booking system accessible through the members' area of the Club website. Members without internet access can book by telephoning the Club and speaking to a member of staff. Booking for classes opens 7 days in advance at 6 am. If places are available in a class, they can be booked until the commencement of the class.
- 5.3 Members should only book classes that they know they can attend. In the event that a member books a class and is unable to attend, they must cancel the booking at the earliest opportunity. This can be done using the booking system, or by telephoning the Club.
- 5.4 A member shall be barred from attending classes for a period of 7 days in the event that they are a "no show" for a booked class on 2 or more occasions in any 30-day period. A "no show" is defined as not turning up for the class without having cancelled, OR cancelling the class with less than four hours' notice.
- 5.5 A member shall be barred from attending classes for a period of 7 days in the event that they cancel four or more class bookings in any 30-day period.
- 5.6 Members are not permitted to book in advance classes which are run "back-to-back" - i.e. where a class for the same discipline is run immediately after another. A member may, however, attend the second class if there is a place available at the commencement of the class. In the event that a member does book a back-to-back class, the second booking will be treated for the purposes of clauses 5.4 and 5.5 as a cancellation.

## **6. Age restrictions on junior members' use of the gym**

6.1 Junior members under 12 years old cannot use the gym.

6.2 Junior members between 12 and 14 years old can use the gym, provided they and a parent/guardian have both had an induction from the Club's personal trainer. Such junior member must always be accompanied by the parent/guardian when in the gym.

6.3 Junior members who are 15 years old can use the gym unaccompanied, provided they have had an induction.

6.4 Junior members who are 16 years old and above can use the gym in accordance with paragraph 4 of this Code.

6.5 Junior members permitted to use the gym in accordance with this paragraph and paragraph 4 of this Code can do so during off-peak hours (08.30-16.30 and 19.00-21.00) and will not be allowed access to the gym outside of these hours.

6.6 Junior members cannot sign guests in to use the gym.

## **7 Disciplinary procedure**

7.1 The Club takes very seriously any inappropriate behaviour by a member. The Club may impose a sanction, including cancellation of membership with immediate and permanent effect, in the event that it finds that a member has:

7.1.1 Used abusive language or exhibited behaviour which is threatening, violent, aggressive, harassing, bullying or intimidating, in either case, towards another member or member of staff;

7.1.2 Breached or repeatedly breached the Rules;

7.1.3 Persistently behaved inappropriately, or if the Club believes that the member's continued membership is not in the interests of the Club and other members.

7.2 Any complaint about a member's conduct will be referred to the Board for investigation and a decision on the appropriate action and sanction, if any. The Board's decision regarding any complaint or breach of the Rules will be final. If a member's membership is cancelled for any of the above reasons, it shall be open to the Club to retain part or all of the member's current subscription monies to cover any reasonable costs it has or may incur.

**Approved by the Board of Directors**

**January 2024**

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