



Hoburne Leisure membership

Holidays

Joining at:

Bashley

☐

Devon Bay

☐

Cotswold

☐

Hoburne Park

☐

Naish

☐

Blue Anchor

☐

Lead member

Name:

Address:

Post Code:

Tel. Number:

Email:

Where did you hear about us?

Linked members

No.	Full Name	Adult 18+	Child 5-17	Child 0-4
1.				
Relationship to lead member:		DOB (under 18s):		
Signature (over 18s):				
2.				
Relationship to lead member:		DOB (under 18s):		
Signature (over 18s):				
3.				
Relationship to lead member:		DOB (under 18s):		
Signature (over 18s):				
4.				
Relationship to lead member:		DOB (under 18s):		
Signature (over 18s):				
5.				
Relationship to lead member:		DOB (under 18s):		
Signature (over 18s):				

Membership type

2 adults & 3 children:

☐

2 adults & 2 children:

☐

2 adults & 1 child:

☐

1 adult & 2 children:

☐

1 adult & 1 child:

☐

Joint membership:

☐

Single adult (over 18s):

☐

Extra child (5-17):

☐

Extra adult (over 18s):

☐

Personal data

Any personal data you give to us will be processed in accordance with the law.

By signing up to this membership, you agree we may use the information for any purpose related to the membership including providing you with information about the park. To help us do this, we may share it with third parties if they do work for us or if the law requires us to do so.

Please indicate here if you would like us to contact you with information about goods and services which we feel may be of interest to you.

Email

☐

Telephone

☐

SMS/Text Message

☐

Letter

☐

Data that is collected from you will be used in accordance with the Hoburne Group Privacy Policy, a copy of which can be found at hoburne.com/privacy-policy. We will not supply the data to third parties for them to use in their marketing without your further permission.

Please sign to indicate that you have read and agree to the terms and conditions. You should only sign if you fully understand the terms and conditions and please discuss with us any terms you do not understand. You agree to ensure that everyone in your party has read the terms and conditions and Park Rules laid down by Hoburne Ltd & Burry & Knight Ltd.

Signature

Lead member signature:

Print:

Date:

Leisure membership terms & conditions

Part A - Terms and conditions of membership

All members must abide by these terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

Part B - Park rules

These terms and conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to a Hoburne Holiday Park. These terms and conditions apply at all times and take priority over anything a member of our team has told you. These terms and conditions replace any previous versions.

Part A - Terms and conditions of membership

Definitions that apply to part A

You – the lead member

Linked member – anyone who is linked to your membership.

Your entire membership – your membership and the membership of your linked members.

We and us – Hoburne Limited and its subsidiaries or Burry & Knight Limited.

Park – any Hoburne Holiday Park.

1 Responsibilities of lead members and linked members

- 1.1 Every person over the age of 18 who signs the membership application will be jointly and individually responsible under this agreement.
- 1.2 This means that:
 - a. if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
 - b. each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members (whether adults or children); and
- 1.3 The responsibility in clause 1.2 for the fees and charges of any linked member continues until:
 - a. the linked member ends their membership by following the procedure in clause 11 'Ending your membership'.
- 1.4 All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
- 1.5 You and all linked members must keep to the rules and regulations for using facilities set out in Part B.
- 1.6 All Linked members who are adults must live in the same household as the lead member

2 Notice

- 2.1 We calculate your membership in whole calendar months. This means that the following applies.
 - a. Anywhere in these terms and conditions where we ask you to give notice of three calendar months, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us three months' notice to end your membership and we receive your notice on 23rd May, your notice will start from 1st June, it will run out on 31st Aug, your membership will end on 31st Aug and you will pay one more direct debit (on 1st June, 1st July, 1st Aug) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
- 2.2 If you want to give notice, it must be in writing (addressed to the Membership Department at the park). We will accept notice by email (the email address is on the parks website). If you need to give us evidence of certain things, you can provide them as attachments to an email.
- 2.3 Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:
 - a. if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
 - b. if you hand your notice in at the park, ask for a receipt; or
 - c. if you send us your notice by email, ask for a delivery receipt.
- 2.4 We will confirm we have received your notice within ten days of receiving it. If you do not receive this confirmation within ten days, you must immediately let the park know so they can check whether we have received it.
- 2.5 From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.
- 2.6 If we need to give notice to you:
 - a. it will be effective if we send it to the address or email address we have in the records we hold about you; and
 - b. if we give notice during a month, our notice period will run from the first day of the following month.

3 Membership categories

- 3.1 You are entitled to use the facilities available under your category of membership. As a leisure member you are entitled to use the Café h*, 1912 Brasserie*, beauty H*, Woodland h*, arcade*, soft play, gym, pools, play park, adventure golf* and the entertainment Venue where available. The park will give you information about the range of facilities available to you and when you can use them as this may vary from park to park.
- 3.2 So that your children or grandchildren can enter the park (whether or not they use the facilities), you need to link them to your adult membership. We will also need a letter of permission, or signature, from the person who has parental responsibility for your child or grandchild before they can use the park's

facilities. The child's membership fees will be based on their age.

When a child turns 18, they will become an adult member. Both you and your new linked member will start a new membership and a new initial period will apply to both of you, starting on the 1st of the month after the date we add the linked member.

- 3.3 We have the right to limit the number of children linked to an adult's membership.

4 Membership types and length of membership

- 4.1 Hoburne Annual Membership
- 4.1.1 Your membership will begin on the day when you make your membership application.
- 4.1.2 Your membership will run for the initial period, which is at least three calendar months (see clause 4.1.3) and will continue for twelve months unless:
 - a. you give us at least three full calendar months' notice in writing in line with clause 2 'Notice'
 - b. we cancel your membership (see clause 12 'Cancelling your membership').
- 4.1.3 The 'initial period' is three calendar months from the 1st of the month.
- 4.1.4 You are unable to give notice to cancel your membership during the initial period, unless you are within the first seven days.

5 Starting your membership

- 5.1 You may have to pay a joining fee when you apply for membership, this is non-refundable.
- 5.2 If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up- to-date proof that you still qualify for the reduced fee.
 - 5.2.1 Only one discount or promotion can be used for a single transaction, unless stated otherwise.
- 5.3 If you join before the 16th of the month, you will pay for the whole of the current month. If you join after the 15th of the month, you will pay from the next month following.
- 5.4 When you and anyone linked to your membership join, you will each need to bring a photograph for your membership card. This is to allow us to check your identity when you enter the park.
- 5.5 You can change your mind about joining. To do this you will need to give notice in writing and return all membership passes. If you change your mind, we will refund any fees you have already paid and your entire membership will end. You can do this at any time up to seven days after making your membership application.

6 Membership fees

- 6.1 For Hoburne Annual membership your membership fee is due every year and covers the year to come. You must pay for your membership by making one payment each year.
- 6.2 You may finance this payment via Novuna (subject to eligibility), however the obligation to pay remains yours.

7 Membership cards

- 7.1 As soon as possible after you make your membership application, we will send or give you and any linked members (except for children under the age of five) a membership card that you (or they) must use each time you (or they) enter the park. We may refuse to allow you (or them) to enter the park if you (or they) do not have your (or their) membership card.
- 7.2 If your card needs replacing we will replace it at a charge of £5.
- 7.3 Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before entering the facilities.
- 7.4 If another person uses your membership card, we have the right to end your membership. Please read clause 12 'Cancelling your membership'.
- 7.5 If you give notice, you must return all membership passes to the park.

8 Changing your linked members

- 8.1 You are unable to add or remove members during your membership.

9 Other charges

- 9.1 There may be an extra charge for a small number of facilities and services. We will display the current charges within the facilities or you can get a list of the current charges from the park reception.
- 9.2 Charges may vary from time to time and from park to park. For details of all charges and fees, please contact the team on park.

10 Using other parks

- 10.1 As a leisure member on a Hoburne Holiday Parks, you are only entitled to use the facilities available to leisure members at the Park you joined.

11 Ending your membership

- 11.1 If your membership has no linked members, only you can give notice to end it.
- 11.2 If your membership has linked members, the following rules apply for ending membership.
 - a. If you give notice to end the membership, we will treat it as applying to you and to all linked members.
 - b. If an adult linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members.
 - c. If your membership is ended, it automatically ends the membership of all linked members.

- 11.3 The notice periods and the restrictions on giving notice in the initial period are set out in clause 4 'Membership types'.
- 11.4 You must continue to pay your membership fees until your membership ends.
- 11.5 Your membership will end at the end of your notice period.
- 11.6 You must not enter any facilities once your membership has ended. Linked members must not enter any facilities once their membership has ended.

12 Cancelling your membership

- 12.1 We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from the park and all other Hoburne Holiday Parks and to cancel your entire membership.
- 12.2 We may also cancel your entire membership in the following circumstances.
 - a. If you or a linked member breaks or repeatedly breaks this membership agreement or the park rules and you do not or cannot put it right within seven days of us writing to you about it.
 - b. If, with your knowledge or permission, another person uses your membership card to get into any of the facilities.
 - c. If, with a linked member's knowledge or permission, another person uses that linked member's membership card to get into any of the facilities.
 - d. If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at any Hoburne Holiday Park.
- 12.3 If we receive any complaint about your behaviour or that of a linked member at any Hoburne Holiday Park or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members of the park, we have the right to suspend your entire membership. You have the right to appeal against our decision (unless your behaviour is covered by clause 12.1 or 12.2). If we are not able to resolve the issue following your appeal we have the right to cancel your entire membership.
- 12.4 If we cancel your membership for any of the reasons in clause 12.1 to 12.3, we may retain a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will also not accept any future applications you make for membership to any Hoburne Holiday Parks and you will not be allowed to enter any Hoburne Holiday Parks as a guest or for any other reason

13 If you do not pay your membership fee when it is due

- 13.1 If you do not pay your membership fee when it is due, we will write to you to let you know.
- 13.2 We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.
- 13.3 If you do not pay for your membership, we may prevent you and any linked members (adults or children) from entering any of the facilities. This does not mean we will end your membership.
- 13.4 Cancelling your agreement with Novuna (if any) does not mean you have given us notice to end your membership. You must give us written notice in line with clause 2 'Notice'.

14 Changing this agreement

- 14.1 We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B at any time, as long as we give you notice before we make the changes, either in writing or by displaying a sign on the park).

15 Making changes to the park or its facilities, services and activities

- 15.1 If we decide to permanently change the location of the facilities or to permanently close all or any of them permanently the following will apply.
 - a. We will make every reasonable effort to give you at least three months' notice of the change or closure (either in writing or by displaying a sign on park).
 - b. You can end your membership by giving us notice in writing in line with clause 2 'Notice'. You must normally give us three calendar months' notice for Hoburne Annual membership.
 - c. If we cannot give you three months' notice of the change or closure and you want to end your membership, then you can give us written notice which ends on the date when the changes start to apply. We will refund any part of your membership fee you have already paid for a period after that date.
- 15.2 We have the right to increase, reduce or withdraw certain facilities, services or activities in any of our park temporarily (including, but not limited to carrying out cleaning, repairs, maintenance, security work, or to comply with legislation or government advice).
- 15.3 If the park is closed for more than seven working days in a row and we do not provide another facility (this may be a facility with fewer services or a temporary facility) at the park or somewhere up to 15 miles from the park we will refund a percentage of your membership fees which relate to the period that the park is closed, but not including the first seven working days. This does not apply if we permanently close a whole facility (for example, the pool or gym) under clause 15.1 or if we have to close the facility due to reasons outside our control. It does not apply to facilities which we close during certain seasons, such as outdoor pools.
- 15.4 If we have to close facilities or parks for reasons outside our control, we will try our best to provide other facilities.
- 15.5 We will display details of the opening and closing times for the park at reception. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes in the park facilities. We will give you at least one month's notice if we reduce the opening hours of the park, either in writing or by displaying a sign on park).

16 Complaints

- 16.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- 16.2 If you have a complaint, you should first tell a member of staff at the park. If you are not satisfied with their response, you should contact the manager on duty on park.

17 Liability

- 17.1 We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of the park or any other Hoburne Holiday Park, other than any liability which arises from our negligence or our failure to take reasonable care.
- 17.2 We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of the park or any other Hoburne Holiday Park, other than any liability which arises from our negligence or our failure to take reasonable care.
- 17.3 Nothing in these terms and conditions limits any legal rights you might have as a consumer.

18 Data protection

- 18.1 We will deal with all information we hold about you in line with our privacy policy which you can get from our website at <https://www.hoburne.com/privacy-policy/>. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

19 Children

- 19.1 We welcome children to our parks, but they must behave reasonably. They must not put themselves or other people in danger or prevent other members from enjoying the park or its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.
- 19.2 If your child continues to behave unreasonably, whether on one visit to the park or over a number of visits to the park, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using any of the facilities.
- 19.3 If we suspend your child from using the park facilities and you want to appeal against this, you must appeal in writing to the general manager of the park.
- 19.4 When we refer to a 'child' membership this would be anyone between the ages of 0 – 17 years old.
- 19.5 Children under five years old have free access to our parks when accompanied by a member who is aged 18 or over.
- 19.6 We may ask for proof of any child or juniors age and can refuse access to our parks without receiving this.

20 Mobile phones/photography policy

- 20.1 No cameras, mobile phones, tablets or other electronic or photographic devices are permitted or to be used poolside or in changing rooms at any time.

21 Proof

- 21.1 We may need you to provide proof, which is satisfactory to us, of:
 - a. Your eligibility for a specific type of membership, either before your membership starts or at any time during your membership; or
 - b. Your entitlement to cancel or freeze your membership; or
 - c. Any email you sent to confirm cancellation or the date you posted your cancellation notice, or both.
- 21.2 If you cannot provide satisfactory proof, for example you cannot prove the date of postage of your cancellation notice, we will not be able to cancel your membership and your membership may continue unless and until you do provide us with a proper and effective cancellation notice.
- 21.3 We will require a photograph to be taken as proof of identity and to be held against your membership record to validate entry.
- 21.4 We will request photographic evidence at your time of joining, to validate your identity.

22 Transferring your agreement

- 22.1 We may need to transfer (assign) all or part of your agreement to another company. You agree that we can do this as long as your rights under the agreement are not adversely affected or materially reduced.