

## Elème Day Spa in Crystalbrook Cairns Membership Terms & Conditions

### 1. Location

Elème Day Spa (hereafter referred to as 'The Spa') is located within Crystalbrook Riley or Crystalbrook Flynn.

### 2. Application

- a) Person wishes to become a member of the Spa shall submit a completed Application Form to the Spa.
- b) All members of Elème Day Spa must be a minimum of 18 years of age
- c) The approval of the membership application is at the sole discretion of the Resort.
- d) When the application is approved and fees have been paid, a membership card (the "Card") will be issued to the applicant.
- e) On acceptance by the Spa of an application for membership this shall constitute a binding contractual agreement based upon these terms and conditions and any rules and regulations of the Spa as may be in force and modified from time to time.

### 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 Manager.
- b) The Card is for the sole use of the applicant and should not be loaned or assigned to any third party.
- c) The Card should be carried at all times whilst on the premises and be presented upon request.
- d) If a replacement card is required a \$15 fee shall apply.

### 4. Fees and Charges

- a) Membership fee is payable by one payment of **\$2,500** per person, **\$4,250** per couple
- 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 calendar year from the date of full payment.
- d) Any member benefits not fully utilized within the contractual period of the spa membership will be forfeited.
- e) Membership fees shall be settled in advance annually on or before the start / expiry of the membership by payment of the prescribed fee to the Spa.

- f) Membership may be frozen for two fourteen day periods or a one month period during the membership year. A minimum seven day notice of intent to freeze must be provided to the Spa Manager.

- (g) 24 hrs cancellation periods required or full amount for treatments will be deducted from your Membership account

### 5. Membership Renewals

- a) Members receive 14 days from date of expiry to renew their membership.

### 6. Transfer

- (a) All memberships are non-transferable and membership fees are non-refundable.

### 7. General Rules and Regulations

For the safety and enjoyment of all members and guests, all rules and regulations herein contained must be complied. The Resort reserves the right to vary these rules and regulations at any time without prior notice. (An updated copy of which can be obtained from the Spa Manager).

- (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, narcotics, antihistamines, vasoconstrictors and /or tranquilizers. Those with diabetes, heart disease or high/low blood pressure should consult with their doctor prior to use of any Spa facilities.

- (c) Elème Day Spa reserves the right to require members or guests to desist from performing any exercise which is considered a hazard or inconvenience to other members or guests. Members or guests shall further comply with any directions which the Management may give to ensure the smooth operation of the Spa, the use of the facilities and the convenience of all members and guests.

- (d) Members must present the 'Card' upon request.

- (e) Restaurant and accommodation vouchers must be presented to be redeemed. If vouchers are lost, please contact the Spa Manager before making reservations.

- (f) Members are unable to use the resort and Spa facilities during "exclusive use" Terms Conditions 2023 - Cairns Spa conferences and will be notified of these dates as they arise.

- (g) All members of Elème Day Spa must be a minimum of 18 years of age

- (h) Members may be accompanied by 1 guest for up to 12 visits per year for a single membership and 2 guests for up to 12 visits per year for a couple's membership. Guests, accompanied by the spa member, may use the pool and yoga classes and shall be responsible for payment of the appropriate charges (if applicable). Guests are considered anyone that accompanies the spa member, including children. The guests must be accompanied by a member and should leave the Resort together or before the member.

- (i) Members visiting the pool shall be responsible for payment of the appropriate charges (if applicable). Accompanying guests should leave the Resort together or before the member.

- (j) Members shall not at any time introduce any guest who has been rejected as a member of the Spa or had their membership terminated or suspended without first obtaining the approval of the Manager.

- (k) Members and guests are advised in the interests of security not to leave money or valuables in the Spa.

- (l) No Pets are allowed at the hotel or resort.

- (m) Running, jumping or diving in the swimming pool area is prohibited.

- (n) For health and hygiene reasons all members and guests are required to shower before entering the swimming pool.

- (o) The times at which any or all of the facilities shall be available to members and guests shall be at the sole discretion of the Resort or Manager. Access to the resort

swimming pool is limited to before 9:00am only during QLD school holidays.

- (p) Any or all of the facilities may be closed at any time for the purpose of cleaning, decorating, repairing or for special functions. The Resort reserves the right to make reasonable alterations to the types of facilities provided without notice, and it shall not be liable for any loss incurred thereby.
- (q) 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.
- (r) Crystalbrook Collection 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 Resort, 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. Without notice and with immediate effect if the member commits any breach of these terms and conditions or the rules and regulations of the Spa.
  - (ii) Upon not less than 30 days' notice in writing if the Resort is of the opinion that the memberships reduce the availability of any facilities to its resident guests to whatever standard or degree the Resort desires.
- (s) 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.
- (t) The Resort 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's facilities. Notice of such alteration, deletion or

addition shall be given to the members of the Spa in writing.

- (u) Any dispute of difference which may arise in regard to the interpretation of these rules and regulations shall be determined by the management of the Resort whose decisions shall be final and binding on all members or guests of the Spa.
- (v) In consideration for the Resort 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 willful act, neglect or default of the Resort or any of its employees or agents.
- (x) Yoga subject to availability at Crystalbrook Riley only

## **8. The Crowd**

### **Restaurants and bars:**

- a) '10% Off' discount offer not available at restaurants and bars on public holidays or for special promotional events and menus.
- b) Crystalbrook Crowd '10% Off' digital card must be presented and scanned at time of payment at restaurant and bars to receive the discount.
- c) Offer is applicable to a maximum of \$80 discount per restaurant and bar transaction. Offer is not applicable for in-room dining, banquets or mini bar.

### **Rooms and suites:**

- a) Discount is only available on direct bookings applied to a Daily Rate - accessed by using our 'Crowd Member Rate' or 'Crowd Sale' rates - and is subject to availability at the time of booking.
- b) Bookings can be made at crystalbrookcollection.com or via phone on 1300 002 050.
- c) Room discount cannot be applied to a room rate retrospectively when booking on an alternative, non-Crowd rate or package which has been booked direct.

Room discount cannot be applied to a room rate when booking through a third-party channel.

General:

Discount offer not applicable for the purchase of Gift Cards.

Discount is not applicable for Eléme Day Spa, in-room dining, mini bar, conferences or events.

Not to be used in conjunction with any other offer.

Crystalbrook Crowd digital card is non-transferrable.

Applicable at Crystalbrook Collection hotels, resorts, restaurants and bars across Australia.

Discount on room is not applicable when booking through a third-party, however guest may avail of 10% discount on restaurants and bars throughout their stay (for meal periods not included in their rate).