



# Jumeirah

## CREEKSIDE HOTEL



## MEMBERSHIP TERMS AND CONDITIONS

### I. DEFINITIONS

- “Additional Fees” means charges not included within the Membership Fees, Joining Fees or Guest Fees including, but not limited to, Membership Card replacement, locker rental, spa treatments, food and beverages and crèche facilities.
- “Application Form” means the membership application form to be completed and submitted to the Club by prospective Members.
- “Club” means The Aviation Club, Dubai, UAE.
- “Company” means the Hotel and Jumeirah International LLC, the operator of the Club.
- “Fees” means the Additional Fees, Guest Fee, Joining Fee and Membership Fees.
- “Group” means the Company including any and all of its subsidiaries and holding companies.
- “Guest Fee” means a charge payable by a Member for a Guest to access the Club and use its facilities.
- “Guest” means the guest of a Member who is permitted to enter the Club in accordance with the Terms and Conditions.
- “Hotel” means Dubai Duty Free, trading as Jumeirah Creekside Hotel.
- “Junior Members” means Members under sixteen (16) years of age.
- “Joining Fee” means a non-refundable charge payable to the Company on the commencement of Membership of the Club.
- “Management” means the representatives of the Company responsible for the management of the Club from time to time.
- “Member” means a person who is entitled to use the Club facilities under a Membership in accordance with the Terms and Conditions including a Junior Member.
- “Membership” means the entitlement to use the Club in accordance with the Terms and Conditions.
- “Membership Cards” means any cards or keys issued to a Member as evidence of their Membership of the Club.
- “Membership Fees” means the annual fees paid by Members to the Company in advance for Membership.
- “Pre-Exercise Questionnaire” means the questionnaire all Members and Guests must complete before using any of the Club’s facilities.
- “Terms and Conditions” means these terms and conditions set out below (which may be updated from time to time), together with the Application Form and any other applicable rules, regulations or laws, as may be changed from time to time).
- “UAE” means the United Arab Emirates.

### 2. INTERPRATATION AND VARIATION

- 2.1** These are the Terms and Conditions of Membership between the Company and each Member. These Terms and Conditions replace any existing terms and conditions governing a Member’s membership of the Club.
- 2.2** The Company reserves the right to, add to alter or revoke these Terms and Conditions from time to time at its sole discretion and without notice to Members. Any changes to these Terms and Conditions will be immediately effective and binding on Members.
- 2.3** These Terms and Conditions shall be governed by the laws of the Emirate of Dubai and the federal laws of the UAE applicable in the Emirate of Dubai.

### 3. MEMBERSHIP

- 3.1** To become a Member an applicant must:
- (a) complete and submit to the Management an Application Form and a Pre-Exercise Questionnaire; and
- (b) pay the Joining Fee and Membership Fees to the Hotel as they become due.
- 3.2** The Company and the Management reserve the right to accept or reject an application for Membership at its sole discretion and without any explanation or reason.
- 3.3** The Management reserves the right to refuse access to the Club by a Member at any time without any explanation or reason.
- 3.4** Membership will become effective once an Application Form has been submitted to and approved by the Management, the Terms and Conditions have been signed, the Fees have been paid and a Membership Card has been issued to the Member.
- 3.5** Members are advised they are obliged to read these Terms and Conditions on joining the Club and regularly thereafter. By activating and continuing a Membership a Member agrees to and accepts the Terms and Conditions.
- 3.6** No pets or other animals are allowed into the Club at any time without the express written permission of the Management.
- 3.7** Memberships not renewed within one (1) calendar month of expiry will be charged an admin fee upon renewal. 12 months from the joining date will be the renewal date
- 3.8** The Member will need to reapply for Membership in accordance with clause 3.1 of the Terms and Conditions and, if the application for Membership is accepted by the Management, a Joining Fee will be payable.
- 3.9** The use of a membership card by any person other than the member will result in the cancellation of membership and forfeiture of fees.

### LIABILITY DISCLAIMER

I acknowledge that I, and any children or guests for whom I am responsible, use the services, equipment and/or facilities (together the “Services”) at The Aviation Club (the “Club”) entirely at our own risk. I do not hold Jumeirah International LLC, Dubai Duty Free trading as Jumeirah Creekside Hotel, or their respective employees (together, the “Company”) responsible or liable for the damage, loss or theft of property at the Club or the harm, injury or death to or of any person sustained while using the Services, unless such damage, loss, theft, harm, injury or death was caused by the Company’s negligence.

I waive all and any claims that I, or any children or guests for whom I am responsible, may have, howsoever arising, against the Company. I indemnify and agree to hold the Company harmless against any claim brought by a third party, howsoever arising, in relation to an act or omission of mine or an act or omission of any children or guests for whom I am responsible, whether negligent or not.

I confirm that I am fully capable of operating and using any equipment or facilities at the Club that I operate or use. I will, and will procure that any children or guests for whom I am responsible will, comply with the Club’s terms and conditions, and any other rules and regulations from time to time in force, at all times.

Name \_\_\_\_\_

Date \_\_\_\_\_

Membership N° \_\_\_\_\_

Signature \_\_\_\_\_

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Dubai Duty Free, an entity formed by decree under Dubai Law No. 29 of 2009 issued on 13 September 2009 of PO Box 831, Dubai, United Arab Emirates, trading as Jumeirah Creekside Hotel under tourism license number 656773



## 4. SUSPENSION

**4.1** In the event that a Member suffers serious illness, serious injury, becomes pregnant or remains out of the country for more than three (3) months, a Member may request the Management to suspend his or her Membership for a maximum period of twelve (12) months. The Management reserves the right to request documentary medical evidence of the serious illness, serious injury, pregnancy or proof of the Member's exit from and/or entry to the UAE.

**4.2** Suspension of Membership in all cases remains at the absolute discretion of the Management.

**4.3** No Membership Fees will be payable to the Hotel during the period that the Membership is suspended, other than in respect of Fees owed to the Company as at, or prior to, suspension of Membership.

**4.4** The suspended Member must inform the Management in writing of his intention to return to the Club (such date of return to be within twelve months of the date of suspension).

**4.5** If the suspended Member fails to comply with clause 4.4, the Membership of the suspended Member will automatically terminate upon expiry of the maximum twelve (12) month suspension period and the suspended Member will need to reapply for Membership in accordance with clause 3.1 of the Terms and Conditions and, if the application for Membership is accepted by the Management a Joining Fee will be payable.

## 5. CANCELLATION

**5.1** A Member may cancel his/her Membership at any time by giving one (1) calendar month's written notice to the Management.

**5.2** If a Member cancels its Membership, Membership Fees paid in advance will not be refunded.

**5.3** Annual memberships will automatically expire after twelve (12) full calendar months.

**5.4** Where a Member has outstanding Fees due to the Hotel he/she will not be permitted to rejoin the Club until such time as all such outstanding sums are settled.

## 6. TERMINATION

**6.1** The Management reserves the right to expel from the Club, terminate or suspend Membership for a specific period or refuse to renew the Membership of any Member whose conduct, or whose Guest's conduct, is or may, in the Management's sole discretion, be:

- (a) damaging to the character or interests of the Company, the Group or the Club;
- (b) offensive to others; or
- (c) in breach of the Terms and Conditions.

**6.2** Any Member so expelled or suspended, or in respect of whom Membership has been terminated, shall forfeit all Membership privileges and shall not be entitled to any pro-rata payment of the Fees for any period in respect of which Membership is terminated or during which a Member has been suspended or expelled.

**6.3** Where the Management terminates or suspends a Membership, the Company or Group may terminate or suspend any other membership held by the Member, or reject a Member's application for membership, of any other establishment owned or operated by the Company or Group.

**6.4** The Management reserves the right to terminate any Membership on one (1) month's notice without reason, in which circumstances, the Hotel will refund the portion of the Annual Payment which relates to the period in respect of which Membership has been terminated on a pro-rata basis.

## 7. LIMITATION OF LIABILITY

**7.1** The Company is not responsible for any service or equipment not being available to Members for whatever reason. The Management reserves the right to make alterations to the type of facilities or services provided to Members, without notice and in its absolute discretion and shall not be liable for any loss incurred by any party as a result of such alterations except in so far as such loss is by law incapable of exclusion.

**7.2** It is the sole responsibility of each Member to ensure that he or she (as his or her Guest) is in good physical condition and capable of undergoing a routine of exercises whether or not provided by any programme or class attended. Members and Guests are advised to consult a doctor prior to beginning any programme, treatment or class at the Club.

**7.3** The Company is not responsible or liable for loss of any money or loss of or damage to a Member or Guest's personal property including vehicles whilst on or at the Club or in any parking areas designated for use of Members or Guests, unless such loss or damage is proven to be caused by the Company's own negligence. Member or Guest vehicles left in parking areas designated for the use of Members or Guests are left solely at the Member's or Guest's risk.

**7.4** Members and Guests who are pregnant or have an existing medical condition should consult a doctor prior to engaging or continuing any form of physical activity, undertaking any treatment or using any of the facilities offered at the Club.

**7.5** The Company shall only be liable for losses incurred by a Member or Guest which are reasonably foreseeable and caused by the negligence of the Company.

**7.6** The rights of the Company and the Group under these Terms and Conditions remain in force at all times, despite any period of non-enforcement.

## 8. MEMBERSHIP CARDS

**8.1** Membership Cards remain the property of the Hotel and must be returned to the Management upon cancellation or termination of Membership.

**8.2** Any member who loses his or her Membership Card may apply for a replacement Membership Card, for which an Additional Fee will be charged.

**8.3** Members are kindly requested to produce/swipe their Membership Cards at the Club reception prior to entering or using the facilities of the Club. Management may refuse admission to any Member who does not comply with this clause 8.3.

**8.4** Each Membership Card is valid for the individual Member named on that Membership Card only and is not transferable. The use of a Membership Card by any person other than the individual Member named on the Membership Card may, at the Management's sole discretion, result in the cancellation of the Member's Membership and the forfeiture of Fees.

## 9. GUESTS OF MEMBERS

**9.1** Members are required to ensure that Guests are fully aware of the Terms and Conditions. Members are solely responsible for the actions and conduct of their Guests at all times and must procure that Guests comply with the Terms and Conditions, the requirements and instructions of the Management and any other rules or regulations of the Club from time to time in force.

**9.2** Guests of Members will be admitted at the absolute discretion of the Management. No more than four (4) Guests per day may access the Club or use its facilities under any Membership (whether single, joint or otherwise).

**9.3** The Guest Fee will be payable in respect of each Guest by the Member that accompanies the Guest. The Guest Fee will be payable in respect of Member's domestic staff or nannies (who are not Members in their own right) who accompany Members to the Club.

**9.4** Members must accompany Guests into the Club. A Guest will only be permitted to remain in the Club whilst the Member is present.

## 10. NOTICE

**10.1** Members are required to give written notice to the Management of any change of their address or contact details. All communications shall be assumed to have been received by Members within five (5) days of dispatch to the last address (or other contact details) notified to the Management by the Member.

## 11. FOOD AND BEVERAGE

**11.1** Under no circumstances may food and beverages be brought into the Club from outside the Hotel.

**11.2** Each Member will be entitled to a twenty five percent (%25) discount on food and beverage at the Club or Hotel. This discount is valid for seven (7) days a week for full Members and from Sunday to Thursday for off-peak members upon production of a valid Membership Card but does not apply to any special promotions or banquet functions held at the Club or Hotel.

**11.3** The discount at clause 11.2 will be extended to up to six (6) Guests per day under any Membership (whether single, joint or otherwise).

**11.4** The discount does not apply to any children.

**11.5** Credit facilities may be extended to full Members (and not to off-peak Members) at the sole discretion of the Management. Any Member to whom a credit facility is extended must provide the Management with his or her credit card details and written authority for the Management to debit unpaid invoices after a period of 15 days.

## 12. RESTRICTIONS

**12.1** Games or activities which are disturbing or dangerous to others such as biking, skate boarding or roller blading are not permitted at the Club or Hotel. Children below 16 years and Guests are not allowed to use the indoor recreational facilities at the Club but may access and use the swimming pool, squash courts and tennis courts at the Club up to 9.00pm under supervision of their accompanying Member.

**12.2** Audio equipment, such as radios and cassette players, may only be used at the Club with headphones and at a volume which cannot be heard by others.

**12.3** People with infectious disease, open lesions or who are under the influence of drugs or alcohol should refrain from using the Club.

## CLUB RULES AND REGULATIONS

### 13. CLUB OPENING TIMES

**13.1** The Club is open daily between 6.00am to 11.00pm. The Club retains the right to extend or limit the opening/closing hours at its own discretion without prior notice.

**13.2** Opening hours on other official holidays are at the discretion of the Management.

### 14. USE OF FACILITIES

**14.1** A Member is entitled to use the Club's facilities providing always that the Club may at any time withdraw all or part of its facilities for any period or periods in connection with any cleaning, repair, alteration, maintenance or security work or for reasons beyond the control of the Company.

### 15. CODE OF CONDUCT & BEHAVIOR

**15.1** Members and Guests should conduct themselves in a quiet and well-mannered fashion when in or about the Club or Hotel and in a manner that will not disturb or impair the use and enjoyment of the Club or Hotel for others. In particular Members and Guests should not use foul, loud or abusive language, or molest or harass others. A single breach in respect of this code of conduct will be sufficient to result in suspension or termination of a Member's Membership, at the Management's sole discretion.

**15.2** Members are asked to dress appropriately when using the Club and Members may be asked to leave the Club if attire is not considered suitable, in the sole discretion of the Management. In accordance with local custom, Members and Guests are advised to refrain from walking around changing rooms without clothing.

**15.3** Members should at all times show respect for others.

**15.4** Members and Guests must not:

- (a) bring pets to any part of the Club premises;
- (b) smoke in any part of the Club premises, other than in designated smoking areas; and
- (c) bring, use or be under the influence of illegal drugs in any part of the Club.

(d) The sale or supply of alcohol in the Club premises to Members or Guests is permitted in accordance with applicable licensing regulations and laws only. The Management reserves the right to refuse to serve alcohol to any Member or Guest at its sole discretion. Drunkenness is not permitted in or about the Club and may result in suspension or termination of Membership.

## 16. JUNIOR MEMBERS (WHERE APPLICABLE)

**16.1** Junior Members are defined as below 18 years old, who shall not:

- (a) access the Club unless they are accompanied by an adult aged over eighteen (18) years; and
- (b) shall not use the Club's gym.

**16.2** Junior Members under the age of five (5) years may not enter the changing rooms or other areas reserved for Members or Guests of the opposite sex under any circumstances, and regardless of whether they are accompanied by an adult.

**16.3** Parents or guardians are responsible for the behaviour of Junior Members and should ensure that Junior Members under the age of five (5) years old do not use the pool or attempt to swim in the sea without close adult supervision.

**16.4** Junior Member under the age of sixteen (16) years shall not be entitled to use the steam/steam rooms, Jacuzzi, plunge pools or any other spa facilities.

**16.5** Nannies must be registered for the price of an additional child or pay the daily rate of a member's guest.

**16.6** Junior members currently on a family membership who turn 18 years old will not be permitted to renew their membership under a child membership and will renew their membership under an adult membership.

## 17. GYM AND FITNESS FACILITIES

**17.1** All Members must complete a Pre-Exercise Questionnaire and undergo an initial induction session before using the gym or exercise studio equipment. Members and Guests are advised not to undertake strenuous physical activities without first seeking medical advice if they have concerns over their physical condition. The Club reserves the right to refuse access to the gym and fitness facilities to any Member or Guest if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of such facilities.

**17.2** Members and their Guests must notify the Club of any circumstances affecting their health which may be exacerbated through continued use of gym or fitness facilities.

**17.3** Members and their Guests should not use any piece of gym equipment without prior instruction. Members and Guests should ask a member of the Club's gym team how to use new or unfamiliar equipment. The Club will not be liable for injuries caused by incorrect use of the same.

**17.4** Access to the exercise studios is limited to classes or pre-organised sessions. Details of these will be posted on Club notice boards and will be available from reception.

**17.5** Group Classes with 3 participants or less five(5) minutes before the start of the class will be cancelled

**17.6** Group Classes may be changed, amended and or cancelled without notice in the event of any emergencies, public holidays, instructor availability and or any unforeseen circumstances.

**17.7** Members and Guests using the gym must carry a training towel at all times for the purpose of wiping down equipment after use.

**17.8** Only non-marking training shoes will be allowed within the gym, fitness studio or squash court. Members are requested to wear tops at all times.

**17.9** Members are not permitted to bring personal trainers into the gym. Fully qualified personal trainers are available at the gym and may be booked at the Club reception.

## 18. FACILITY BOOKINGS

**18.1** Advance bookings may be made for certain facilities at the Club. All bookings must be confirmed on arrival, no later than fifteen (15) minutes prior to the booked time; otherwise they will be released to the waiting list or general availability and the applicable cancellation fee will be applied.

**18.2** Seven (7) days advance bookings may be made either by telephoning the Club's reception or in person by Members quoting their membership number. Only one squash/Tennis court booking is allowed per day per family membership.

**18.3** Facility and class fees, where applicable, must be paid before use of the relevant facility, as directed by the Club.

**18.4** The Club reserves the right at any time without prior notice or compensation, to set aside facilities for tournaments, exhibitions or other social activities.

## 19. DATA PROTECTION

**19.1** The Aviation Club under the direction of Jumeirah Creekside Hotel will comply with the Data Protection Act 1998. The Hotel warrants that, to the extent it processes any Personal Data (having the meaning given to it by the Act mentioned above) on each member's behalf:

**a)** Personal Data may be transferred to third parties in accordance with these T&Cs. The Aviation Club under the direction of Jumeirah Creekside Hotel shall require such third parties to process Personal Data fairly and lawfully in accordance with the principles of the Act.

**b)** Every member is entitled to see the information held about them and may ask the Hotel to make any necessary changes to ensure that it is accurate and kept up to date. If a member wishes to do this, please contact the Hotel.

**c)** The Aviation Club under the direction of Jumeirah Creekside Hotel is entitled by law to charge a fee to meet the costs in providing a member with details of the information the Hotel holds about such member.

## 20. SWIMMING POOL

**20.1** The Club requests that all members and their guests observe the following and may be shut for any emergency purposes

- a) no running, jumping or diving is allowed in any of the pool areas;
- b) for reasons of health and hygiene it is necessary for all members and guests to shower before entering the pool;
- c) no balls, floats, inflatable, masks, snorkels or fins are permitted in the pool areas other than those provided by the Club;
- d) radios, lilos and anything which the Club in its absolute discretion considers to be detrimental to the use of the pool areas are not permitted;
- e) Members and guests are requested to abide by the permitted facility swim wear attire policy

**20.2** The pool areas may from time to time be reserved for adults only, swimmers only, lessons or children's parties. Prior notice will be displayed on Club notice boards.

## 21. SAUNAS, STEAM ROOM AND JACUZZI

**21.1** Members and guests with the following conditions should not use the saunas, steam rooms, Jacuzzi and spa baths: low or high blood pressure, cardiac irregularities, asthma and pregnancy. Those members who suffer from diabetes, heart disease and skin disorders should consult a doctor first.

**21.2** Neither the Club nor the Hotel accepts any liability for any consequential injuries or illnesses. If there is any doubt, the member or guest should consult his doctor.

**21.3** Members and guests must shower before and after using the saunas, steam rooms and Jacuzzi. Swimming costumes must be worn in the communal sauna and steam rooms. For safety reasons no person should spend more than fifteen (15) minutes in a sauna, steam room or Jacuzzi. Shaving or use of soap or hair products is strictly prohibited in the saunas, steam rooms or Jacuzzi. Users are advised to drink plenty of water whilst using the Steam or Sauna.

**21.4** Members and guests shall not use the sauna, steam room or Jacuzzi, while under the influence of alcohol, antihistamines, beta blockers, narcotics or tranquillizers.

**24.5** The drying of clothing or footwear in the sauna is strictly prohibited.

## 22. LOCKERS AND CHANGING ROOMS

**22.1** Personal belongings are brought onto the Club premises at the member's risk and The Aviation Club under the direction of Jumeirah Creekside Hotel does not accept liability for any loss or damage whatever to such items. For security reasons members and guests are advised to store personal belongings and valuables in the lockers, which are provided for the convenience of members.

**22.2** Whilst changing in the changing room please refrain from full nudity in the public area. Please use the private changing room.

Signature \_\_\_\_\_

Date \_\_\_\_\_