



BLUE MARLIN IBIZA
LONDON EDITION

MEMBERS' CLUB

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Membership Terms & Conditions

(THE T&Cs)

PART 1

PREAMBLE

1. OBJECTS

Blue Marlin Ibiza London Members' Club (the "Club") is to provide social and recreational facilities to its members ("Members collectively, or as a "Member" individually) and their guests (in accordance with the terms set out in these T&Cs) and offer other services and benefits from time to time, at the Club's discretion.

2. CONSTITUTION

The Club is owned by Blue Marlin Ibiza London Ltd (The "Owner") and operated by the Membership Team which is made up of executives and staff dedicated to the club as elected by Blue Marlin Ibiza London.

3. PREMISES

3.1 The Club premises is located at the Hotel which has an address of 45 Curtain Road, EC2A 3PT and comprises of (1) Sky Lounge; (2) Hub; (3) Bar; (4) Club and (5) Gym and Wellness Areas, as supplemented and/or replaced from time to time by the Owner and Membership Team

3.2 The Club reserves the right to, without notice, close any spaces as required from time to time (including but not limited to repair and maintenance or private events).

3.3 Members must sign in with the host team at the reception of The Club by showing their digital or physical membership card.

PART 2

MEMBERSHIP

4. MEMBERSHIP TYPES

4.1 The Club offers membership to applicants who are 21 years or older, on a non-discriminatory basis, as follows:

4.2 Annual Membership is activated on a 12-month minimum term, with the option of a one-off yearly payment or monthly payments.

4.2.1 Flexible Monthly Membership is activated on a three-month minimum term, after which your membership will renew on a monthly basis.

4.2.3 Weekly Membership is activated for one week, after which your membership will expire

4.2.4 Daily Membership is activated for one day after which your membership will expire

4.3 Registered guests of the Hotel are permitted to use the Club's facilities on a temporary basis for the duration of their stay, and as a result will be subject to the relevant sections of these T&Cs for that time.

4.4 Other categories of membership may be added as and when the Membership Team shall decide. Similarly, certain categories of membership may be withdrawn or amended by the Membership Team, at any time, without giving prior notice. In which case, an updated T&C which includes such changes will be made available upon the effective date of such withdrawal or amendment.

5. MEMBERSHIP APPLICATION PROCESS

5.1 The Membership Team has sole discretion as to who shall be approved as a member, which shall not be unreasonably withheld.

5.2 The 'individual' club membership is offered as a part of our Membership scheme and is to be used by the individual member only.

5.3 This club membership is for personal use only and enables the Member to bring up to 3 guests per day during each visit to the Club, subject to the limitations contained herein.

5.4 An individual applying to become a member may withdraw his or her application at any time prior to his or her receipt of a "Welcome to Blue Marlin Ibiza Membership Club". Such withdrawal must be given in writing by contacting memberships@bluemarlinibiza.london

5.5 Once the membership application is accepted, we will send you a “Welcome to Blue Marlin Ibiza Membership Club” activation email and at such time payment of the applicable joining fee and the membership fee will (the “Fees”) will be automatically processed, and the Member will be unable to withdraw its application. Membership will commence on the start date stated in the “Welcome to Blue Marlin Ibiza Membership Club” acceptance notice (“Activation Date”).

5.6 No reason shall be given to any candidate in the event that their application is not approved.

6. MEMBERSHIP CARDS

6.1 Once the membership application has been approved and the Club has received the Fees, the Club shall provide a unique membership card to a new Member.

6.2 Membership cards (digital or physical) must be presented when a Member enters the Club, at the time of opening a tab and/or upon request of the Club staff.

6.3 Membership cards remain the property of the Club and must not be shared with other individuals or Members.

6.4 Membership cards are non-transferable and additional identification may be required for use of the card, at the Club’s discretion. The Club reserves the right to charge for a replacement card.

7. TERMINATION OF MEMBERSHIP

7.1 The Membership period commences on the Activation Date (or renewal date as applicable) and ends on the date preceding the first anniversary of the Activation Date (or renewal date as applicable) (“Membership Period”)

7.2 A Member may only terminate their membership with effect from the end of a Membership Period, i.e. once a Member joins or renews their membership, it remains in place for the full one year term. Member’s attention is drawn to paragraph 10 (Renewals). Members shall not be entitled to any refund of annual subscription or joining fee in respect of a current Membership Period, i.e. the Fees are payable in respect of the full year.

8. SUSPENSION AND EXPULSION

8.1 If, in the opinion of the Owner or the Membership Team, a Member is in breach of these T&Cs, or who's conduct (inside or outside of the Club) is prejudicial to the Club's interest or not befitting of a Member of the Club, the Owner or the Membership Team may suspend the Member with immediate effect. A Member may not use the Club whilst their membership is suspended (even as a guest). If the Member fails to give a satisfactory explanation of their conduct (either in person at a meeting of the Membership Team or in writing sent to the Membership Team) the owner or the Membership Team may, by notice in writing to the Member, terminate such membership with immediate effect.

8.2 The Club reserves the right, in its discretion, to terminate the membership of any Member who is in breach of these T&Cs, at any time. A Member whose membership has been terminated in this manner forfeits all the privileges of membership without claim for anyh refund of any Fees, including annual membership fees, and must return their membership card to the Club immediately.

8.3 Should a membership be terminated as per paragraphs 8.1 and 8.2 above, the Member shall pay, in full, any outstanding amount owed to the Club by way of Fees (including Fees for the remainder of the year if paid monthly by Direct Debit) or other arrears payable within 30 days of termination of its membership. Where the Club holds payment details in respect of the Member, the Member irrevocably authorises the Club to settle any outstanding amounts owed in full on termination of the membership.

8.4 Except with the written consent of the Club, no Member shall introduce a guest at the Club who is a person that has been suspended or whose membership has been terminated for any reason (including for non-payment of Fees)

8.5 The Club may refuse admission to the Clubto any person in its discretion and without giving any reason.

9. FREEZING MEMBERSHIP

9.1 Temporary suspension of memberships by the Member would be considered at the Club's full discretion and only on extreme circumstances.

9.2 A Member may not use the Club whilst their membership is 'frozen' (except as a registered guest of another Member)

10. RENEWALS

10.1 Memberships will be renewed only at the discretion of the Membership Team. The Club will contact a Member whose renewal requires further administration.

10.2 If a renewal does not require further administration and if the Member does not want to renew his or her membership for another term, he or she must contact the Club in writing at least 15 days prior to the expiration of the respective Membership Period, otherwise the membership will automatically renew for another Membership Period or until further notice from the Member as set forth herein.

11. TRANSFER OF MEMBERSHIP

Memberships may not be transferred to another individual.

PART 3

FINANCIAL OBLIGATION OF MEMBERS

12. MEMBERSHIP FEES AND PAYMENTS

12.1 A person accepted as a Member shall pay a joining fee of the amount due at the time, payable immediately on acceptance of his or her application. Such joining fee is non-refundable and non-transferable.

12.2 The amount of the joining fee shall be fixed from time to time by the Club, and any amount so fixed shall continue in force until the Club decides on a variation.

13. LIABILITY FOR ANNUAL SUBSCRIPTION

13.1 Except as provided by these T&Cs, every member shall pay a subscription for each Membership Period at the rate applicable to the the current annual term.

13.2 The rates of subscription for each year shall be reviewed from time to time by the Club and any rate so fixed shall continue in force for each subsequent year until varied by the Club.

13.3 The category of membership for each Member shall be determined at the beginning of the Membership Period for which the subscription is payable.

13.4 The Membership Team reserves the right to increase Fees for any future Membership Period, subject to written notice via email to the Members, at any time.

14. PAYMENT OF ANNUAL SUBSCRIPTION

14.1 A Member may (at his or her discretion) elect to pay the annual subscription fee:

14.1.1. In a single lump sum; or

14.1.2 by monthly direct debit

14.2 The Club may charge an additional administration fee for collection of joining, annual or other fees or payments taken other than by Direct Debit, i.e. Credit Cards.

14.4 All bills incurred at the Club must be settled on the same day before the Member leaves the Property. Members are required to provide their credit card details so that charges incurred at the Club can be settled in a timely fashion on the day that they are incurred.

15. LIABILITY ON TERMINATION OF MEMBERSHIP

A Member that terminates its membership during a current Membership Period shall be liable to pay the full balance of the annual subscription fee due for that Membership Period. The Member agrees that such amount is owed to the Club as a debt and irrevocably authorises the Club to deduct the remaining fees from the Direct Debit or other payment details held by the Club in respect of that Member.

16. ARREARS

16.1 If a Member fails to pay any amount due from them to the Club (whether under these T&Cs or otherwise) within 30 days from the due date for payment then the Club or the Membership Team may terminate or suspend his or her membership.

16.2 The Club reserves the right to charge interest per month on any overdue amounts.

17. GENERAL

17.1 The Club reserves the right to charge additional admission fees for special events attended by the Member and each allowable guest (if any).

17.2 Any cost of collection incurred by the Club are the responsibility of the Member including and not limited to legal and banking fees.

17.3 All Credit Card and Debit Card information provided must be true and accurate, and the Member gives permission to the Club to charge for any outstanding Fees or open invoices due and payable to the Club under these T&Cs or otherwise.

Part 4

MISCELLANEOUS AND GENERAL

18. CONDUCT OF MEMBERS

18.1 Every Member of the Club shall, subject to these T&Cs, be entitled to use and enjoy (in common with the other Members of the Club) the Club premises and the facilities therein provided for the use of the Member.

18.2 A Member shall not:

18.2.1. use the club for the purposes of any trade, profession or business or in a manner prejudicial to the Club's interest; or

18.2.2. conduct themselves in a manner likely to cause discomfort, inconvenience or annoyance to other Members or guests, or behave in such a manner as to bring the Club into disrepute.

18.3 Members must take due care to ensure both they and their guests respect the employees of the Club as well as other Members, and also leave the premises quietly without disturbance to close neighbours.

18.4 A Member shall at all times be responsible for the conduct of his or her guests in the Club, such that a failure by a guest to comply with these rules relating to conduct shall be deemed to be a failure by the Member.

19. MEMBERSHIP TERMS & CONDITIONS

19.1 All Members and their guests are required to adhere to these T&Cs and the Privacy Policy which may be amended from time to time by the Club. Members will be notified by email of any changes to the Privacy Policy unless affirmatively denounced and they seek to terminate their Membership as set forth herein.

19.2 Members are deemed to have accepted the T&Cs and Privacy Policy or T&Cs.

19.3 Membership T&Cs are at the sole discretion of the Membership Team

and may be amended from time to time. Any changes will be communicated to Members via email prior to their implementation.

20. PERSONAL INFORMATION

20.1 Every Member must ensure that the Club has his or her current contact details, including postal address, mobile number and e-mail address, photograph and emergency contact details. Members will sign such documentation as is required by the Club relating to the collection, use and storage of personal data.

20.2 Personal data is processed in accordance with our Privacy Policy, which can be found at or requested at Reception, and may be amended from time to time.

20.3 Members and their guests should be aware that CCTV is used throughout the premises, in line with the Information Commissioner's Office's code of best practice.

21. PHYSICAL FITNESS AND MENTAL HEALTH

21.1 Members shall use the Club facilities, including the Club's fitness and wellness facilities at their own risk.

21.2 By using the Club's facilities, each member and guest warrants that they:

21.2.1 confirm that they know of no medical or physical reason why they would not be capable of performing the physical activity in which they choose to participate at the Gym. They acknowledge their responsibility in communicating to a staff member prior to commencing activity, any physical and/or mental concerns affecting them which could conflict with participation in their chosen gym activities;

21.2.2 understand the instructions for using the equipment located at the Club;

21.2.3 assume all risks of injuries associated with use of the Gym and its facilities including, but not limited to falls, contact with other participants, exercises and techniques taught to them by trainers employed by or providing services the Gym and all other risks being known and appreciated by them.

21.2.4 have obtained prior medical authorisation to do so or confirm that they are not in need of such medical advice.

21.3 Members are aware there is no life guard on duty at the Sky Lounge pool. Members and their guests swim at their own risk and acknowledge that swimming while intoxicated or under the influence of illegal substances is not permitted and may result in a member and/or his or her guests being required to leave.

22. MEMBERS EVENTS

22.1 The Club aims to provide Members with a series of pre-programmed events throughout the year as a part of the membership. The Club will send communication via email to Members and guests relating to such events.

22.2 Individual event terms and conditions, should there be any, will be communicated to the Members in relation to each such event. Numbers for such events may be limited and the Club at its sole discretion may charge an additional entrance fee.

22.3 Members may, by prior arrangement with the Club, hold private parties in designated areas.

22.4 The Owner may close the Club or any part thereof, for a private party, for any period they deem fit. No Member shall be entitled to a refund of any part of the Fees in the event of such closing.

23. LOST OR STOLEN PROPERTY

23.1 Any lost property misplaced or left behind at the Club that is found or returned to the Membership team will be stored for one month, and thereafter disposed of at the discretion of the Club.

23.2 The Club shall not be responsible for the loss or damage of personal property. This includes theft, unintentional or intentional damage, fire and flood or terrorist activity.

24. DELIVERIES

24.1 Members may not collect mail or arrange deliveries to the Club. Letters, parcels, etc. will not be forwarded to a Member's private address. Verbal instructions will not be accepted for the re-direction of mail.

24.2 Neither the Owner nor the Club will take responsibility for mail received or delivered.

25. PETS

25.1 Members or their guests are not permitted to bring any animal on to the premises, unless they are certified support animals.

26. DRUGS AND ILLEGAL SUBSTANCES

26.1 Anyone found in possession of or to be under the influence of any illegal substance will be asked to vacate the premises and the matter will be reported to the police without exception. Members are responsible for policing the actions of their

guests.

26.2 In the event of a Member or a guest of a Member found taking or in possession of any illegal substance, the Club has the right to terminate such Member's membership immediately without refund.

27. FOOD AND BEVERAGE

27.1 The Club offers an array of food and beverage outlets and options. Please respect that no outside food or beverage are permitted on the premises. Members are responsible to police their guests.

27.2 Members may request in advance and in writing for specific exceptions for birthday celebration. In such limited circumstances, where the Club grants written permission, a standard, non-negotiable plating fee and/or corkage fee will be charged.

28. VISITORS

28.1 Members may entertain a maximum of three guests on any visit to the Club unless a private party or restaurant reservation has been confirmed or a greater number of guests has been previously agreed with the Club.

28.2 Please be aware that during busy times the Club retains the right to limit Member/guest access to certain areas of the Club and to reduce the number of permitted guests accompanying a Member.

28.3 A Member's guest may not enter the Club without that Member being present and each guest must be signed in by the host Member.

28.4 Members may not be separated from their guest within the Club or allow their guests to remain in the Club when they leave. Members are responsible for ensuring their guests follow all rules and policies and can face suspension or termination of their membership if their guests violate such rules or policies.

28.5 The club has the sole discretion to refuse access to any Member or Member's guest, and the Club may charge a daily entrance fee for guests of a Member. The Membership Team may at its discretion apply a limit to the number of times or consecutive days that a guest may visit the Club.

28.6 When accompanied by a Member, guests may use the full facilities of the Club, with the exception of the Hub, the Gym and Wellness Centre. Member's guests are not therefore permitted to use the gym, the changing rooms or attend any classes. Members' guests may use the Spa via paid appointments only.

29. CHILDREN

29.1 Up to 12noon daily, Members' children are welcomed at the Club. Any time after is for adults only.

30. PRIVACY

30.1 All Members and their guests are expected to respect the privacy of the other Members and their guests at all times.

30.2 Almost all areas of the Club are observed by closed-circuit television for your safety.

31. PHOTOGRAPHY

31.1 Photography of any kind is not permitted throughout the Club and all outlets.

32. SMOKING

32.1 Smoking is not permitted within the interior spaces of the Hotel/Club.

32.2 Smokers may use the exterior portions of Sky Lounge, but not permitted around the pool area (no more than 30 patrons at one time) and the Scrutto Street area.

32.3 Please be aware that all Members are required to police their respective guests and to be respectful of our neighbours.

32.4 No smoking is permitted on the Christina Street side of the Hotel at any time.

33. IRRITATING GADGETS

33.1 The use of mobile phones is permitted throughout the Club, but Members and their guests should keep phone calls throughout the Club discreet, and be mindful of other Members using the space. Members or guests who use mobile phones, causing nuisance to other Members and their guests, will be asked to cease doing so or may be asked to leave the Club.

33.2 Personal audio equipment may not be used.

33.3 The Membership Team reserves the right at any time to amend or implement other rules, restrictions and times relating to personal devices including laptops, for example phone free zones, for other areas at the Hotel/Club, as the Membership team see fit.

34. GAMING

No betting, wagering, game with dice or gaming shall take place on the Club premises, nor shall any game of hazard or chance be played other than for nominal stakes.

35. USE OF CLUB NAME AND ADDRESS

35.1 The name and the address of the Club shall not be given by a Member as his or her address for the purpose of identification in connection with legal proceedings or in any advertisement, prospectus, business circular or other commercial document, and Members may not give the Club as a business reference.

35.2 The Owner shall retain the exclusive right to use and license the use of the name of the Club and its restaurants and other facilities at the Hotel/Club, and membership of the Club does not grant any Member any right to use any such name.

36. INTERPRETATION

36.1 The Owner shall be the sole authority as to the interpretation of the rules, regulations and T&Cs of the Club.

36.2 If a term or condition is deemed invalid or unenforceable by a court of law, the remainder of these T&Cs shall continue to apply.

36.3 Any failure by the Club to exercise any right contained in these T&Cs shall not extinguish or diminish that right.

36.4 Any breach of these T&Cs will not be deemed accepted by virtue of a failure by the Club to punish such breach.

36.5 These T&Cs are governed by the laws of England and Wales.

37. DISCLAIMER OF LIABILITY

37.1 To the maximum extent possible in law, the Owner, the Club, its directors, employees, agents and representatives shall not be liable for any injury, physical or mental, sustained by any Member or guest.

37.2 Members hereby release the Owner, the Club, its directors, employees, agents and representatives from any liability or responsibility for any losses or damages, whether direct, indirect, special or consequential, which arise out of the use of the Club or any event promoted by the Club, howsoever caused, whether such losses or damages arise in contract, tort, negligence, equity, statute or by way of any other legal theory regardless of whether such damages could have been foreseen.



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