



MindEscapes® Membership Terms, Conditions & Club Rules

Location: MindEscapes® Club Pvt. Ltd., 7/7 B4A Yellanalli Mynala Road, Yellanalli, Ketti Panchayat, Nilgiris 643243 Email: member@mindescapes.in

These Rules and Regulations are adopted by MindEscapes® Club Pvt. Ltd. to ensure the mutual enjoyment of the Club by its Members and their Guests. The Club's staff is trained to uphold these Rules and provide Members with all courtesies, comforts, and services expected at a fine club. Members are expected to be familiar with these rules and cooperate in their enforcement.

Violation of these Rules may lead to warnings, suspension, or termination of membership.

1. Membership Terms

1.1 Eligibility & Issuance

- Membership is by invitation only and available to individuals above 21 years of age.
- By accepting membership and requesting the service, the individual or corporate Member unconditionally agrees to all present and future rules, regulations, and amendments without negotiation, and acknowledges that failure to comply may result in immediate suspension or termination without refund.
- Members must provide accurate information and notify MindEscapes® of any changes in contact details.

1.2 Membership Card & Validity

- The membership card is issued for a 12-month term from the date of issuance.
- Membership may be renewed upon payment and satisfactory review by the Club.
- The card remains the property of MindEscapes® and is non-transferable.

1.3 Membership Privileges

- Members enjoy non-resident privileges at MindEscapes® and its Reciprocal and Partner Clubs.
- Access to Reciprocal and Partner clubs is generally reserved for members whose primary residence is located at a distance prescribed by each host club.
- Reciprocal and Partner Clubs may only be used once per month by a member. Standing or recurring bookings are not permitted.
- A formal Letter of Introduction issued by MindEscapes® is mandatory for access and must be presented along with a valid Membership ID.
- All rules, codes of conduct, dress codes, and operational policies of the Host Club must be followed without exception. These override MindEscapes® internal policies while on host premises.

1.4 Charges & Payment

- Members are required to pay all charges (e.g., dining, facilities, pro-shop purchases) before departure.
- Payments must be made via credit card or cash.
- All membership fees and charges are non-refundable.
- Membership fees, once paid, are strictly non-refundable under any circumstances, including but not limited to non-usage, dissatisfaction, or premature termination. Memberships are also non-transferable and cannot be assigned or sold to any third party.

1.5 Card Loss & Replacement

- Lost / stolen cards must be reported immediately in writing.
- Members are liable for all charges incurred prior to notification.
- A replacement fee is applicable for each new card issued.

1.6 Liability Disclaimer

- MindEscapes® is not liable for disputes between members and Reciprocal or Partner Clubs.
- Information on websites, directories, and brochures may change; members must verify terms prior to booking.
- Membership does not imply ownership or legal interest in MindEscapes® property.
- MindEscapes® shall not be liable for any denial of access, refusal, or other decisions made by Reciprocal or Partner Clubs.

- MindEscapes® bears no responsibility for the conduct, operations, inclusivity, or service standards of any Reciprocal or Partner Club. Members waive all claims against MindEscapes® arising from such engagements.
- Members expressly waive any and all rights to claim compensation, litigation, or dispute resolution against MindEscapes® Club Pvt. Ltd., its directors, staff, or affiliates for any actual or perceived inconvenience, injury, denial of service, or dissatisfaction arising out of club use, including but not limited to reciprocal access, third-party partnerships, facility operations, and service interactions.

1.7 Amendments

- MindEscapes® may modify its rules, terms, or benefits at its sole discretion without prior notice.

1.8 Indemnity

- Members, including Individual Members and Corporate Members, shall fully indemnify, defend, and hold harmless MindEscapes® Club Pvt. Ltd., its affiliates, directors, successors, heirs, committee members, shareholders, officers, employees, agents, service providers, and partners from and against any and all claims, demands, liabilities, damages, losses, penalties, expenses, legal costs, and consequences — whether foreseeable or unforeseeable — arising from:
 - Any breach of these Terms and Conditions;
 - Any misuse, negligence, or unauthorized use of club facilities, privileges, or services;
 - Any actions, omissions, or conduct by the Member, their guests, or corporate Members that result in harm, injury, damage, or legal claim;
 - Any disputes involving associate or reciprocal clubs, third-party vendors, or event organizers accessed via MindEscapes®;
 - Any violation of applicable laws or third-party rights.

This indemnity shall survive the expiration, suspension, or termination of membership and shall be binding upon the Member's and corporate Member's successors, executors, legal representatives, and sponsoring corporate entities. The corporate entity nominating a member shall also be jointly and severally liable for all indemnity obligations incurred by their Member(s).

1.9 Reputational Integrity

- Any act of defamation, public misrepresentation, or malicious commentary — online or offline — toward MindEscapes®, its management, staff, or services by a member may result in immediate termination of membership and potential legal action.

1.10 Brand Usage

- Members shall not use the MindEscapes® name, logo, trademarks, or any related materials for personal, commercial, or promotional purposes without prior written approval from the Club's management.

1.11 Force Majeure

- MindEscapes® shall not be held liable for any failure or delay in performing its obligations under these terms due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, government actions, strikes, or power/infrastructure failures.

1.12 Corporate Memberships

- Only officially nominated individuals approved by MindEscapes® may access corporate club privileges.
- Corporate Members must be pre-registered and cannot transfer or share their membership.
- The corporate entity shall be held fully responsible and liable for any misuse, misconduct, or violation of club policies by its Member(s).
- At the same time, the corporate entity nominating a member shall be protected from any liability arising from the personal actions, behaviour, or misconduct of its Member(s) unless the corporate entity has directly instructed or endorsed such conduct in writing.
- MindEscapes® acknowledges that the individual Member, not the corporate entity, shall bear primary responsibility for their own conduct and compliance while using Club privileges.
- All Member rights are contingent upon continued good standing of the corporate membership and are subject to revocation at the sole discretion of the Club.

1.13 Limitation of Liability

- MindEscapes® shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages arising out of or relating to the use of Club services, facilities, or programs, even if advised of the possibility of such damages. In all events, liability shall be limited to the membership fee paid for the applicable membership term.
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2. General Club Policies

2.1 Children

- Children under 21 are not allowed in restricted private member-only areas unless approved by Club Management.

2.2 Dress Code

- Smart casual attire is mandatory.
- Different dress codes may apply to specific areas or events.

2.3 Club Entry

- Members must present their valid membership card and sign in at reception upon entry.

2.4 Guest Protocol

- Guests must wait at the podium until the hosting Member arrives.
- Guests may use dining and designated common areas freely.
- Guest access to private areas requires member presence or prior written authorization.
- Guest privileges at MindEscapes® Club are limited to 3 visits per guest per calendar month.
- Guest privileges are designed for occasional use only; misuse may result in revoked access for the guest or penalties for the hosting member.

2.5 Use of Facilities

- Members may not bring outside food or beverages.
- Appointments are required for ideation and meeting rooms.
- Smart Conference Rooms and Screening Rooms are available for a fee.

2.6 Property Damage

- Members are responsible for any damage caused to club property and may be required to pay for repairs or replacements.

2.7 Prohibited Activities

- Activities such as betting, wagering, or any illegal acts are strictly prohibited on the premises.

2.8 Dining & Reservation Policy

- Dining reservations will be held for 15 minutes.
- Late arrivals may forfeit their reservation and incur a cancellation fee.
- Cancellations must be made at least 12 hours in advance.

2.9 Gratuities

- MindEscapes® maintains a strict no-tipping policy.
- Members and Guests are requested not to offer tips directly or indirectly to any staff.
- Exceptional service is acknowledged internally through our staff recognition and reward programs.

2.10 Hours of Operation

- Current operating hours are published on the website, via the Club newsletter or may be obtained by contacting the Club directly.
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3. Reciprocal & Partner Club Privileges

3.1 Access

- Members can use reciprocal and Partner Clubs through their membership to MindEscapes Club Membership Program.
- Bookings must be made via the app or Membership team. Direct contact with Reciprocal and Partner Clubs is strictly prohibited.
- Access is generally reserved for members whose primary residence is located at a distance prescribed by each host club.
- Reciprocal and Partner Club usage is limited to one visit per calendar month per member.
- Repeated or unauthorized attempts to access Reciprocal and Partner Clubs may lead to suspension or revocation of privileges.
- A formal Letter of Introduction and valid Membership ID card are mandatory and must be presented at the time of entry.
- Members are required to reapply for access for each new visit — standing or recurring bookings are not permitted.

3.2 Conditions

- MindEscapes® only facilitates the request; access remains at the sole discretion of the Host Club.
- Members must adhere to all rules, regulations, dress codes, and protocols of the Host Club without exception.
- Host Club policies override MindEscapes® internal policies during the duration of the member's visit.
- Members are responsible for settling all charges incurred at Reciprocal and Partner Clubs.
- Guests, representatives, or third parties are strictly prohibited from availing reciprocal privileges.
- Misuse or misrepresentation during reciprocal visits will result in immediate revocation of reciprocal rights and may lead to membership termination.
- Reciprocal and Partner Clubs' rules and terms of use apply.

4. Code of Conduct & Enforcement

4.1 Misconduct Specific actions that constitute misconduct include but are not limited to:

- Verbal or physical abuse of staff, members, or guests
- Vandalism or destruction of property
- Violation of club policies or rules
- Engaging in illegal activities
- Any threats, aggressive behaviour, or attempts to bypass rules or intimidate staff

MindEscapes® enforces a zero-tolerance policy for any verbal abuse, threats, or inappropriate behaviour toward staff or management. Any such behaviour will result in immediate revocation of access and permanent disqualification from reapplication.

4.2 Technology Usage

- Phones must be on silent.
- Calls are allowed only in designated areas.
- Audio / video must be accessed using earphones.
- Photography and recording require prior approval.

4.3 Safety & Security

- CCTV surveillance is operational.
- Members must comply with safety instructions.

4.4 Data Privacy

- By becoming a Member of MindEscapes®, you explicitly acknowledge and consent to the collection, use, sharing, and retention of your personal and professional data by MindEscapes® Club Pvt. Ltd. for all operational, service-related, marketing, security, and administrative purposes.
- Members voluntarily waive any present or future claims or challenges related to data privacy, usage, or handling.
- No separate consent is required for data usage related to Club operations, and Members fully authorize MindEscapes® to manage such data in perpetuity, including for archival or analytical use.

- Membership acceptance constitutes full agreement to this policy and any subsequent revisions thereof.

4.5 Misrepresentation or Unauthorized Use

Any use of membership privileges by non-members, impersonation, or sharing of credentials may result in immediate termination of membership without refund. Legal action may be pursued in cases of fraudulent access or misrepresentation.

5. Final Provisions & Acknowledgment

5.1 Nature of Membership

- Membership is a revocable privilege granted at the sole discretion of MindEscapes® and does not constitute a legal right, asset, or property interest.
- MindEscapes® reserves the full and unconditional right to deny, suspend, or terminate any membership without obligation to disclose reasons.

5.2 Non-Solicitation of Staff

- Members shall not attempt to hire, solicit, or directly engage any staff member of MindEscapes® for personal or professional purposes.
- Any grievances regarding staff or services must be communicated formally to Club management.

5.3 Non-Disparagement

- Members agree not to engage in any activity, online or offline, that may harm the reputation of MindEscapes®, including but not limited to slander, libel, malicious reviews, or speculative commentary.
- This obligation shall survive the expiration or termination of membership.

5.4 Acknowledgment of Terms

- By using any service, facility, or benefit provided by MindEscapes®, Members and their Guests acknowledge that they have read, understood, and accepted these Terms, Conditions, and Club Rules in their entirety.
 - Acceptance of membership constitutes full and irrevocable agreement with all current and future amendments of these terms.
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